



ROY CITY COUNCIL MEETING AGENDA (ELECTRONIC)

JUNE 16, 2020 – 5:30 P.M.

No physical meeting location will be available. This meeting will be streamed live on the Roy City YouTube channel.

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

D. Consent Items

(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately)

1. Approval of the February 18, April 21, and May 5, 2020 Roy City Council Meeting Minutes

E. Action Items

1. PUBLIC HEARING – Consider Enterprise Fund Transfer - *If you would like to make a comment during this portion of our meeting on the Enterprise Fund Transfer you will need to email admin@royutah.org to request access to the ZOOM chat.*
 - a. Consideration of Resolution 20-13 Of the Roy City Council approving Enterprise Fund transfer
2. PUBLIC HEARING –Consider Approving adjustments to the Fiscal Year 2020 Budget -*If you would like to make a comment during this portion of our meeting on the adjustments to the FY 2020 Budget you will need to email admin@royutah.org to request access to the ZOOM chat.*
 - a. Consideration of Resolution 20-14 Approving adjustments to the Fiscal year 2020 Budget
3. PUBLIC HEARING- Consider Adopting the Fiscal Year 2021 Budget *If you would like to make a comment during this portion of our meeting on FY 2021 Budget you will need to email admin@royutah.org to request access to the ZOOM chat.*
 - a. Consider Ordinance 20-7 Adopting Fiscal Year 2021 Budget
4. Consideration of Resolution 20-15 Amending the Roy City Personnel Policy and Procedures Manual
5. Consideration of Resolution 20-17 Accepting a Special Warranty Deed from the Roy City RDA for a parcel of real property
6. Consideration of Resolution 20-18 Interlocal Agreement with Hill Air Force Base for Fire Protection Services
7. Consideration of Resolution 20-19 Interlocal Agreement with Clinton City for Fire Protection Services
8. Consideration of Resolution 20-20 An Agreement with PACIFICORP for lease of property
9. Consideration of Resolution 20-21 An Agreement with Jordan Valley Water Conservancy District

F. Public Comments *If you would like to make a comment during this portion of our meeting on ANY topic you will need to email admin@royutah.org to request access to the ZOOM chat. Otherwise please join us by watching the live streaming at <https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>*

This is an opportunity to address the Council regarding concerns or ideas on any topic. To help allow everyone attending this meeting to voice their concerns or ideas, please consider limiting the amount of time you take. We welcome all input and recognize some topics make take a little more time than others. If you feel your message is complicated and requires a lot of time to explain, then feel free to email your thoughts to admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.

G. Presentations

H. Discussion Items



I. City Manager & Council Report

- a. Business Advisory and Banners

J. Adjournment

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.org at least 48 hours in advance of the meeting.

Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) “Electronic Meetings” of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 12th day of June, 2020. A copy was also provided to the Standard Examiner and posted on the Roy City Website and Utah Public Notice Website on the 12th day of June, 2020.

Morgan Langholf
City Recorder

Visit the Roy City Web Site @ www.royutah.org
Roy City Council Agenda Information – (801) 774-1020



ROY CITY
Roy City Council Meeting Agenda
February 18, 2020 – 5:30 p.m.
Roy City Council Chambers
5051 South 1900 West

Minutes of the Roy City Council Meeting held in the City Council Chambers of the Roy City Municipal Building on February 18, 2020 at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Robert Dandoy
Councilmember Burrell
Councilmember Paul
Councilmember Jackson
Councilmember Saxton
Councilmember Wilson

City Manager, Matt Andrews
City Attorney, Andy Blackburn

Also present were: Management Services Director, Camille Cooke; Police Chief, Carl Merino; Fire Chief, Craig Golden; Parks and Recreation Director, Travis Flint; Public Works Director, Ross Oliver; City Recorder, Morgan Langholz; Robert Mallory, Branin Berrett, Carsen Weyland, Abraham Awadh, William Norkorom, Natalie Garrido, Glenda Moore, Trent, Bara Burnett, Robert Percival, Austin Gonzalez, Colton George, Thomas Hartley, Paul Sullick, Amy Buckway, T. Magruger, Shanna Davis, Gary Davis, Keilee Stockseth, Willard Grey, Stan Hoellein, Kody Charlesworth, Charles Ivester, Roy Fire Department

A. Welcome & Roll Call

Mayor Dandoy welcomed those in attendance and noted Councilmembers Burrell, Paul, Saxton, Jackson were present with Councilmember Wilson participating electronically.

B. Moment of Silence

Councilmember Jackson invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Councilmember Jackson lead the audience in reciting the Pledge of Allegiance.

D. Consent Items

(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- 1. Approval of an alcoholic beverage license for KSK Quick Stop, located at 3971 South 1900 West**

Councilmember Paul motioned to approve an alcoholic beverage license for KSK Quick Stop, located at 3971 South 1900 West. Councilmember Burrell seconded the motion. All Councilmembers voted “Aye.” The motion carried.

E. Action Items

- 1. Swearing in of New Fire Chief, Craig Golden**

City Manager Andrews stated that the City had been looking for a new Fire Chief. Eleven qualified candidates had applied and, after further researching the individuals, it was decided that Craig Golden was the best fit. City Recorder, Morgan Langholf swore in Craig Golden to be the Fire Chief. Chief Golden pointed to his family members present for his swearing-in.

Councilmember Jackson made a motion to appoint Craig Golden to be the new Fire Chief. Councilmember Paul seconded the motion. All Councilmembers voted “Aye.” The motion carried.

2. Consideration of Resolution No. 20-6 Approving an Agreement with Aqua Environmental Services Inc. for the sewer lift station grinders project

Public Works Deputy Director Brandon Edwards presented this Project to the Council. He explained being ready to answer any questions. He mentioned that the grinder was made to grind detritus going through the sewage.

Councilmember Paul motioned to approve Resolution 20-6 an agreement with Aqua Environmental Services Inc., for the sewer lift stations grinder project. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmembers voted “Aye.” The motion carried.

3. Continuation of Ordinance 20-1 Amendments to Title 10 Zoning Regulations; amending CH 10 General Property Development Standards; CH 17 Table of Uses and CH 31 Definitions
- 4.

Steve Parkinson explained that the ordinance had been tabled twice before.

Mayor Dandoy mentioned that the conversation had begun with the fencing around the assisted living facility. He explained that there had been attempts at finding solutions and new recommendations had been proposed by the Planning Commission. Mayor Dandoy explained the three options available. He added that there had been discussion of another living facility being added. He mentioned that some solution had to be found: The Planning Commission would eventually have to approve a site plan.

Councilmember Paul pointed that the uses had been an issue. He explained that uses had been prioritized over zoning and that whatever the zoning stipulated would be followed, as opposed to the use dictating fencing.

Mayor Dandoy stated that the screening could be either residential or commercial.

Steve Parkinson stated that the Planning Commission had removed some sections and replaced them with the table to simplify the process.

Councilmember Paul stated that his proposal was that there be a 20-foot setback between residential and commercial. He continued that landscape screening presented some issues; therefore, a solid wall was his recommendation.

Councilmember Wilson clarified that there would be no foliage within the 20-ft setback. She asked whether the wall would require a building permit and engineering. She was told it should not. Councilmember Wilson stated that most people would want to build a 6-foot wall but added that 8-ft might be a better choice. She asked if, in the instance of an elevation issue, an 8-ft wall could be allowed.

Councilmember Paul stated that he had recommended 6-ft on highest point of property. Mayor Dandoy stated that the point was that consideration should be given for 8-ft.

Mayor Dandoy stated that the site plan approval should be a Planning Commission's decision. It was pointed that this process would increase the length of time needed for some projects. Councilmember Burrell stated that, for the sake of privacy, an 8-ft wall should be allowed. Councilmember Wilson stated that the issue was with the assisted living facility. Councilmember Paul explained that the ordinance mentioned the highest point of the property line. He pointed that there should be no partial screening and no vinyl screening.

Councilmember Saxton asked whether landscape was the best option. Councilmember Paul stated that trees died overtime and provided only a partial screen. Councilmember Saxton stated that when it came to deterioration, the property owner would be responsible for maintaining these spaces in good condition.

Councilmember Wilson explained that she believed the issues had been addressed. She mentioned that the vegetation could be used as beautification but not as the main buffer. She added that the ordinance had required that ten of the 20-ft barrier be landscape, thus preventing having a parking lot against a property line.

Mayor Dandoy stated that the desired changes were to have a minimum yard setback of 20 to 30 feet with a 10 ft landscape buffer. The wall would be masonry, he added. Councilmember Wilson explained that a stronger wall was recommended and that no Styrofoam filling should be allowed.

City Manager Andrews wanted to ensure the ordinance would be adopted as proposed with the discussed changes.

Councilmember Paul motioned to approve Ordinance 20-1 with the discussed changes and requests. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmembers voted "Aye." The motion carried.

F. Public Comments

Mayor Dandoy opened floor for public comments.

Austin Gonzales, 5382 South 2000 West, explained that he wanted his parcel to be included with the downtown mixed use. He explained that the properties next to him were high occupancy ones.

Robert Mowery, 2817 West 6000 South, discussed 3100 West and its lack of sidewalks. He stated this was not acceptable. He continued that 5725 South and 775 West also had no sidewalk. Councilmember Paul noted that one property owner had voiced not wanting to have a sidewalk in front of their house. During the winter, he explained, particularly when snow accumulated, he was left to walk in the street, which caused a public safety issue. He pointed that the 3100 West was also experiencing an increase in traffic. He mentioned that he had been told repeatedly that there were no funds in the budget, which he doubted, seeing other construction projects being completed.

City Manager Andrews stated that a grant was supposed to come in 2020 or 2021 for this project.

Dr Amy Buckway, 4863 South 2700 West, explained she wanted to make sure her signature in opposition to the development across her street had been recorded. Councilmember Paul explained that this particular project would be voted on at the end of March. She further asked whether changes would be made to traffic flow on 4800 and 2700. Mayor Dandoy explained that 4800 was a City owned road and that the widening was expensive- three to four times the general fund. He explained that the City did not have these kinds of funds available, which might require the road to be turned into a State road. He continued that there had

been a proposal made and that it should be approved this year.

City Manager Andrews added that Union Pacific had been holding up the process, but that the issue should be resolved in 2020.

Glenda Moore, 2088 West 3825 South, pointed out that the Mayor had stated on Facebook that he would publish a list of 2018 and 2019 accomplishments. She asked where the list was.

Mayor Dandoy stated that the accomplishments needed to be listed on the City's website.

City Manager Andrews explained that he had just received a message stating that May would be when the railroad crossing would be addressed.

Mayor Dandoy closed the floor for public comments.

G. Discussion

1. Form Based Code

City Manager Andrews explained that the discussion was meant to understand the details of form-based code. He added that it had been unanimously decided to split the form-based code. He continued he wanted to make sure Staff could split the document and explained this would allow separate conversations for the Downtown district and the other areas.

Councilmember Paul explained that he wished to separate the code into three distinct areas: downtown, innovative district, and train station. Based on the feedback, he continued, most of the concerns seemed to be about the train station. He added hoping that the Council could vote on the downtown area the following week.

City Manager Andrews stated that the separation was what the Planning Commission had recommended

Councilmember Wilson mentioned that she believed the Planning Commission was just splitting things into two. She continued that this could be quickly rectified. She added that Downtown would require a few more meeting before a vote was pushed. Councilmember Burrell stated that the Council could continue with the split. City manager Andrews explained that the Planning Commission was the one sending the recommendation and that the Council could split things subsequently.

Mayor Dandoy stated the he wished to pass a resolution the following week to create a form-based code ad hoc committee. Mayor Dandoy stated there would meetings on March 3 and March 17, 2020. He explained that he believed the Council was ready for a vote on March 3. Mayor Dandoy stated that March 3 could be dedicated to a workshop. It was noted that the March 3 meeting would not have anyone in attendance who knew the code well. Councilmember Paul stated the presentation could be done on March 17 and voted during the next meeting.

Councilmember Saxton stated that he did not know if a form-based code was needed in the station area: a traditional zone could be used. This would allow more control of what would work for citizens. Splitting zones would allow to move forward with the property around City center. He added no one in the area wanted three of four story apartment buildings.

Councilmember Paul explained that he agreed, but that he did not see an issue with form-based code as the City would still be able to stipulate what maximum height would be.

If the areas were split, Councilmember Burrell explained, the decision for the train station could be pushed to the future and allow time to decide what was best.

Councilmember Wilson agreed with Councilmember Saxton but added that another concern was form-based code in that area because of what it limited and what UTA wanted.

Mayor Dandoy discussed longing details and potential changes. He pointed that the question was whether form-based code had to be removed entirely or structured in a way that was acceptable.

City Attorney Blackburn went through a yearly training with the Council members. He explained that the City legislature required for cities to hold their meetings in the open. He then reviewed the definition of Quorum, which was three councilmembers, or two councilmembers and the Mayor. He added this also applied to executive sessions, work meetings, and conferences. He explained that chance meetings and social gatherings, however, did not apply. Regularly published meetings, he continued, had to be published once a year. He added that special meetings required a 24-hour notice in the paper as they were not regularly scheduled events. Employee termination did not need to be public at first but would require an open vote. Price bargain, he pointed, did not need to be public. He further specified that the deployment of security devices did not need to be public and continued that investigations in criminal allegations, ethics reviews and complaints would also be reviewed without the public. He clarified that no voting could take place in such meetings. Mr. Blackburn explained that a roll call vote with a quorum was required before going into a closed meeting. The reason for the closed meeting also had to be stated publicly. He added that closed meetings had to be recorded and minutes had to be kept. No contracts and resolutions could be approved during such meeting, he explained. He further mentioned that a Councilmember disclosing something that happened in these meetings would not be illegal but would remain an ethical violation.

If the Open Meetings Act were to be challenged, he continued, individuals would have 90 days to file with the District Court. He added this could be enforced by the Attorney General's Office or the County. A violation, he continued, was a class B misdemeanor.

H. Reports and Discussion

1. City Manager Report

Mr. Andrews reported on the following:

- Mr. Andrews explained that the Complex was doing the annual "Gold Dig" on March 14, 2020.
- Mr. Andrews mentioned that budgets had gone out to the departments. He continued there would be continuous workshops in the future.
- Mr. Andrews explained that the City had been awarded a \$56,250 grant for a sidewalk on 5500 South.
- Mr. Andrews stated that the Police Awards Banquet was upcoming.
- Mr. Andrews explained that in the days following the current meeting, the City would be hosting the PIO training. He mentioned that several employees were attending.
- Mr. Andrews explained that emails regarding the Form Based Code had been send out. Unfortunately, due to a SPAM issues, 16 emails had been returned. He stated that anyone who had not received their email should contact Staff to check the email address.

2. Mayor and Council Report

Councilmember Jackson explained that she had extra room in the Newsletter. Mayor Dandy stated that some citizens had asked for the Council to include a message in the newsletter.

Councilmember Jackson added that the first meetings for Roy Dance were taking place. She explained that grand marshals had been considered.

Adjournment

Councilmember Paul Motioned to Adjourn the City Council meeting at 6:49 p.m. Councilmember Jackson seconded the motion. All Councilmembers voted “Aye.” The motion carried.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

dc:



ROY CITY COUNCIL MEETING AGENDA

APRIL 21, 2020 – 5:30 P.M.

ZOOM WEBINAR WITH LIVE STREAMING ON YOUTUBE

A. Welcome & Roll Call

Mayor Dandoy called the meeting to order and took roll.

B. Moment of Silence

The audience observed a moment of silence.

C. Pledge of Allegiance

D. Consent Items

1. Minutes from the March 3, 2020 Roy City Council Meeting Minutes.
2. Sale of Surplus from Parks and Rec and Public Works Department (list attached)

The Council discussed a few minor changes. Morgan Langholf, City Recorder, confirmed that she had made the suggested changes.

Councilmember Paul moved to approve the minutes with adjustments as noted. Councilmember Burrell seconded the motion. All Councilmember voted “Aye.” The motion passed.

E. Action Items

1. **Resolution 20-8** Providing for the convening and conducting of Roy City Public Meetings in accordance with the Utah Public Meeting Act 52-4-207 and Executive Order 2020-5 Issued by Governor Gary R. Herbert, temporarily suspending rules and norms relating to Public Meetings, and Establishing rules, norms and procedures for Electronic Meetings

Councilmember Wilson moved to approve Resolution 20-8. Councilmember Burrell seconded the motion. A roll call vote was taken. All Councilmember voted “Aye.” The motion passed.

No comments were made.

1. **Resolution 20-9** Approving and Agreement with Comfort Systems USA for the Boiler Replacement Project at the Roy City Aquatic Center

Ross Oliver, Parks and Recreation Director, explained that there had been a bid opening on March 5, 2020, for the aforementioned boiler. He mentioned that there had only been one bid which had come to \$55,327.97. He noted that said bid was under budget and continued that he was coming before the Council to seek approval.

Councilmember Paul pointed that it was unclear when the Aquatic Center would be able to resume its activities. As result, he asked whether the repairs should take place now. Ross Oliver explained that the plan was to move forward with the repairs as it would take some time for the boiler to arrive. Councilmember Wilson pointed that she had been told there was a deadline for the parts to be obtained. Ross Oliver confirmed that the parts would not be obtained by



May 5, 2020. He added that he hoped the parts would be ordered right away and installed by June 1, 2020.

Councilmember Paul moved to approve Resolution 20-9. Councilmember Jackson seconded the motion. A roll call vote was taken. All Councilmember voted "Aye." The motion passed.

1. **Ordinance No. 20-6;** An Ordinance amending the Roy City Noise Control Ordinance by adding section 4-4-3.5 to prohibit engine braking Utah State Road (SR) 97 from 1900 West to 4300 West, except for the overpass and on SR 108 from Hinckley Drive to 3500 West

Matt Andrews, City Manager, explained that Brandon Edwards had filed the application with the State of Utah. He explained that SR 97 was 5600 South from 1900 to 4300 West. He added that because of safety concerns, the overpass had been excluded. He continued stating that there had been complaints about engine breaks being used in the area and further explained that since there were a lot of residential dwellings, the noise was an issue.

Councilmember Paul explained that one of the concerns regarded 4300 West. He mentioned that the area from 1900 to 3100 West was very sloped. He proposed to amend the area to include only 3100 West to 4300 West.

Councilmember Wilson explained that she had spoken with people in the industry who had shown her a great article. She mentioned that the safety issue was the most important aspect of engine breaks. Precluding engine breaks, she explained, would force trucks to use their regular breaks which would in turn make them have to drive slower: this would render the flow of traffic difficult. She explained that many of the newer trucks were muffled. The decibel ratings, she continued, showed that the noises were not much higher than regular traffic: the issue of traffic flow and safety would be avoided. She proposed that the ordinance be revised to show this change.

It was noted that the ordinance stated that in the event of safety, if the driver was attempting to prevent injury or damage to person, property, or animals, the ban on engine breaks was not applicable. Councilmember Wilson added that the language could also say that unmuffled engine breaks would be prohibited. If she added that if they had already been using their regular breaks, which tend to get hot, truckers could use engine breaks if needed.

Mayor Dandoy explained that he believed Councilmember Wilson was suggesting that trucks with unmuffled engines would be prohibited from using their engine breaks. The muffled engine breaks would not have the ordinance apply to them.

Councilmember Paul stated that the road was a State road, which, he added, meant that the application of the ordinance might not allow this type of language. It was noted that part of the application statutes stipulated that the local police would enforce the ordinance. He mentioned that he was not sure that the police would enforce an unmuffled vs. a muffled engine break. Councilmember Jackson explained she agreed with Councilmember Wilson. She mentioned her experience with her husband who had a big truck and insisted that the language should be added.

Mayor Dandoy stated that this could be passed as an ordinance but might not have any effect if it conflicted with what the State allowed. It was then noted that the Police Chief would also have to agree. Mayor Dandoy asked if the ordinance needed to be tabled. The Police Chief stated that the engine break was easy to hear if it was unmuffled, but that the muffled one was quiet.

Mayor Dandoy summarized the change that needed to be made to the language. Councilmember Paul stated the ordinance had to be tabled until Staff talked to the State.

Councilmember Paul moved to table the Ordinance. Councilmember Wilson seconded the motion. All Councilmembers voted "Aye." The motion passed.

2. **Ordinance No. 20-4;** To amend the General Plan (Future Land Use Map) from Medium Density, Single-Family Residential to Very High Density, Multi-Family Residential at 5154 South 2700 West

1 City Planner Steve Parkinson explained the also wanted to discuss Ordinance 20-5 in connection with Ordinance 20-
2 4. He shared his computer screen with attendees. He mentioned that the area was on the East side of 2700 West and
3 5200 South and was 2.8 acres. Councilmember Wilson asked about the plot, which, she was told, was made of two
4 plots: a vacant one over two acres and another to the North currently zoned R-1-8 with a house. He added that the
5 parcels were owned by the same person. Mr. Parkinson pointed to some highlighted parcels which were zoned
6 medium-density, single-family residential (R-1-6 to R-1-10). He pointed to the zoning to explain the different parcels
7 and added that, historically, there had been a request to change the parcels from medium to very high-density. In
8 2016, the Planning Commission had recommended a denial. The Council had followed suit. In early 2018, he
9 continued, the owner again requested a rezone. He added that the Planning Commission had, this time, recommended
10 approval but that the Council had denied the request. Mr. Parkinson explained what “density” meant and covered
11 the different zoning: R-1-8 allowed 5.45 dwellings per acre, which was considered medium density. He continued
12 that R-1-6 would allow 7.26 units per acre, which was also considered medium density. Finally, R-2 allowed
13 duplexes with 7600 square feet minimum per lot or 5.18 two-family units per acre or 11.6 single dwellings per acre
14 which was labeled high-density. He continued that the General Plan and the Zoning Ordinance were sometimes at
15 odds as the definitions did not match. He came back to the definition of density, which sometimes were referred to
16 as the type of building. He showed a specific project on the screen. He pointed that high-density was associated with
17 apartment complexes but was also comprised of townhomes. He further discussed the possibility of having offices
18 in areas that had light manufacturing. He pointed to depiction of what the townhomes would look like.

19
20 Councilmember Jackson asked about the number of townhomes allowed. She was told it was 2.89 units per acre
21 which could potentially add up to 34 units. Steve Parkinson added that the development would also need to provide
22 roads, landscape, parking, etc.

23
24 Mayor Dandoy asked for a clarification about the number of units if the project was retained as an R-1-6. Mr.
25 Parkinson stated that there would be 7.26 single-family units. He added that he did not know what the layout would
26 look like and continued by explaining that other elements would have to be added. Councilmember Wilson pointed
27 that there would be a minimum of five units per acre. Mr. Parkinson stated that depending on the parcel, it would be
28 five to seven dwellings per acre.

29
30 Mayor Dandoy asked whether the applicants could be placed on the line.

31
32 Councilmember Jackson stated she was concerned about parking requirements and whether the dwellings would be
33 offered as rentals or ownership. She also pointed to a need for quality assurance in terms of the quality of buildings.
34 Mr. Parkinson explained that the parking was determined by the ordinance, which required two stalls per unit along
35 with half a stall per unit for visitors. He continued that all the parking would need to be on site, though no one could
36 stop individuals from parking on the street. He added that the ordinance would require for the materials to be
37 maintained. When it came to renting v. owning, he explained that he believed the units would be offered for sale.
38 This, he continued, did not guarantee that the units would not then be rented, which was each owner’s right.

39
40 Councilmember Jackson asked whether the development would fulfill the affordable housing requirements. Mr.
41 Parkinson explained that the more housing units were present, the lower the rent would cost.

42
43 Councilmember Saxton pointed that the cost of the units would be around \$267,000.00. Councilmember Wilson
44 added that there would be a homeowners’ association which guaranteed that, even in the event of rentals, the
45 properties would be cared for. Councilmember Saxton asked if it would be possible to include a requirement that
46 units be owner occupied. Mr. Parkinson explained the City could not dictate who occupied the unit but added that
47 the HOA might have more ability to dictate such a thing. He added that the development had agreed to have the units
48 up for sale, not rent, but explained that the owners could subsequently rent their unit. He added that, parking wise,
49 the requirement was for each dwelling to have one covered parking space and one uncovered. Half a stall per unit
50 would then be offered for visitor.

51
52 Councilmember Jackson asked whether there had been a reason provided to explain why the owner wished to go
53 from the R-6 to the R-3.

- 1
2 **3. Ordinance No. 20-5;** To amend the Zoning Map from R-1-6 & R-1-8 (Single-Family Residential) to R-3 or
3 R-4 (Multi-Family Residential) at 5154 South 2700 West
4

5 **Mayor Dandoy opened public comment for these items. Staff reported and recommended approval of**
6 **Ordinance 20-4 and 20-5**
7

8 **1. Janae Terry**
9

10 Ms. Terry explained that she had been passionate about this topic for many years. She expressed her love for the
11 neighborhood. She added she knew there was not a lot of affordable housing available. She pointed that the median
12 household income in Roy City was \$60,100.00 per year. She asked how the building lot price could be reduced by a
13 third. If the building lot was \$90,000.00, it had to be reduced to be affordable from someone in the median household
14 income bracket. She explained that one option would be allow smaller lots. She pointed that while keeping the
15 character of the area rural was important, providing housing to Roy residents also should be prioritized. Building
16 townhomes, she continued, would not affect the neighbors' property.
17

18 **2. Doug Terry**
19

20 Mr. Terry explained that he and his wife were passionate about the area. After looking at figures, he explained patio
21 homes would require new roads which would drive the cost of patio homes over \$300,000.00. He explained that this
22 had been why he had chosen something more affordable. From an aerial view, he continued, the Council could see
23 that his property was covered in trees. He added that directly to the left of his property were storage units, fourplexes
24 to the South, and a business with fabrication and machine shops to the North. He pointed that this was a good area
25 to add townhomes. He pointed that his property was well-manicured and well served by roads. He added that the
26 City Planning Committee seemed to agree with him. He added that all the parking had been accounted for on the
27 property, not the street. He added that they were good neighbors.
28

29 **3. Brenda Nelson**
30

31 Ms. Nelson explained that she was a real estate broker in Roy and was there to assist the Terrys. She explained that
32 everyone should have the right to own, freely transfer their property, and exercise the benefits of ownership. She
33 explained that the Terrys' vision was the best and highest use of the land. She explained it would bring change and
34 newness to the City and would tie with the current development with the Trax station and other developments. She
35 asked for the City to consider the request in zoning change as a positive contribution to the Roy area.
36

37 **4. Melanie Swartz (she also submitted a letter to the Council; I have included that with her comments)**
38

39 Ms. Schwartz stated that she had been in front of the few of the Council members in their capacity of Planning
40 Commissioners when she was trying to rezone a house that was an eyesore. She explained that several of her
41 neighbors had been able to rezone their property. She pointed that most of the area on the west side of the street was
42 zoned R-A-20. She pointed that going to condos and townhomes would be a major change to the character of the
43 neighborhood. She pointed that this kind of housing would not be consistent with Roy's goal to have consistent
44 neighborhoods. She requested that the Council denied the request.
45

46 To the Mayor, City Councilmembers and City Manager of Roy:
47

48 Thank you for taking the time to read this email. Although emails should be concise and brief, in the challenging
49 times presented to us because of COVID-19, the typical avenue of offering my thoughts at a City Council meeting
50 may only happen via Zoom. As a lifelong tech user, I have some concerns tech might fail me during the meeting, so
51 I would like to offer my opinion in a written format as a back up to the meeting.

52 I am writing regarding the proposed rezone at the parcel at approximately 5154 S 2700 W from R-1-8/R-1-6, owned
53 by Mr. Doug Terry. Mr. Terry has attempted rezoning this parcel to a higher density zoning several times in the past,

1 most recently when the empty parcel to the south was changed from R-1-8 to R-1-6 in May 2018. Past failures to get
2 this rezoned to higher density zoning failed in 2016 and earlier in 2018. Despite the southern parcel being changed
3 to R-1-6, overall, the local residents felt this was an acceptable compromise from high density housing proposed (R-
4 3) and allowed Mr. Terry to exploit the land with the potential for more single-family housing than R-1-8 allowed
5 him. Collectively, as neighbors, when it came up this year Mr. Terry was going before the Planning Commission in
6 Feb 2020 to once again have it rezoned R-3/R-4, we felt it necessary to speak out at this meeting. Despite this, The
7 Planning Commission approved this rezone, that you all have the choice of approving or disapproving.

8
9 To “paint the picture”, the houses immediately to the north and the south of this parcel, located on the east side of
10 2700, to include three houses to the north owned by his sister and his two nieces, and a fourth house under construction
11 by his nephew are all zoned R-1-8. Houses to the south on the east side of 2700 are R-1-8. Directly across the street,
12 there is a storage unit on the NW corner of 2700/5200, and a single-family residence on the SW corner of 2700/5200.
13 To the north and the south of those buildings on the west side of 2700 bounded by 5600 to the south and 4800 to the
14 north are zoned RE-20, with a few Light Manufacturing parcels - with the exception of Metal Force, all these small
15 shops are associated with single family homes that the proprietor resides in collocated with their business. Having
16 high density housing located within one of the few areas in Roy that has larger parcels is not consistent with the
17 neighborhood nor with the findings from the FOCUS ROY CITY which proposes to have more high-density housing
18 located in the Station Area and the Downtown Area. The Roy Future Land Use Map indicates that this area is to be
19 developed as single-family homes, not multifamily dwellings.

20
21 This area will be very negatively impacted by the increased traffic brought by high density housing. As 2700 feed
22 into 5600 and 4800, and with 4800 often impacted by trains, to think that this will not increase the traffic issues within
23 Roy is naïve. 90% of the residents of Roy commute via personal cars. This parcel is not very walkable to the nearest
24 bus stop nor the Front Runner Station, nor necessary services like groceries, banks, and pharmacies. It is relatively
25 close to North Park, the golf course and water park, and the Rail Trail.

26
27 This area is also on the flight path to Ogden Hinckley airport. Back in the day (pre-COVID) I could stand in my
28 pasture and watch the Allegiant jets fly to low I could see the pilots as they passed overhead. As we have had several
29 single engine planes crash on Roy, most recently in a development like what Mr. Terry is proposing, is that not
30 ignoring a real risk to more people if this is high density housing? Similarly, the trains run directly behind this parcel,
31 and derailments are a real possibility, especially considering how seismically active the Wasatch Fault has been lately.
32 Any loss of life is incredibly tragic, but to knowingly put high density next to real hazards, especially considering the
33 events we have experienced in this town, seems foolhardy at best, and potentially litigious at worst. I have not
34 forgotten the hue and cry residents of Roy made about how high-density condos should not have been allowed on the
35 flight path to the airport and our leaders concern regarding this issue.

36
37 Several comments were made at the Planning Commission meeting in February, and I’d like to offer my takes on
38 these comments.

39
40 First, the proponents for this plan were Mr. Terry, and his Realtor, and several of his acquaintances that NO LONGER
41 live locally, but think Mr. Terry is a great guy. Obviously, Mr. Terry and his Realtor stand to gain from this rezone
42 substantially, and a rezone in no way detracts from their quality of life as neither live in this neighborhood but impacts
43 more people that do live here. I have no doubt in my mind Mr. Terry is a good person, and appreciate he has friends
44 true enough to stand up for him, but this endorsement of his character by people who are not in this neighborhood or
45 even a Roy resident are irrelevant to the proposed rezone.

46
47 Second, it was mentioned in the February meeting that with the influx of high paying contractor jobs at Hill AFB,
48 these people will need places to live. I was one of those very high paid employees, and if I were looking for a
49 townhome or condo, I’d be looking further south in Farmington Station that has the amenities walkable to my condo.
50 Why did I buy in Roy? LAND. I could afford a 1.72 acre parcel, restore a 1912 farmhouse that was filled with
51 squatters and druggies to a beautiful home that is an asset to the neighborhood, and garden and have livestock and be
52 in close proximity to a job on base that had me on call 24/7/365. The proposed plan Mr. Terry has is for “high end
53 units with an HOA” which is identified as a critical need in Roy, however, buyers for a high-end condo may not want

1 to live with trains coming by on the quarter hour, severe congestion on 5600 and stoppages on 4800, and will seek
2 out some of our neighboring cities. Additionally, low-income high-density housing is also a critical need in Roy, but
3 with the lack of walkability and public transportation adjacent to this location is not conducive for lower income
4 residents to access any needs without a vehicle.

5
6 Third, it was mentioned there is an apartment complex “directly across the street”. Not true. This complex faces 5200
7 and is only comprised of 8 total units. With the old zoning and mish mash of storage units, small home shops, and
8 this apartment complex, and then RE 20 on the west side of 2700 and R-1-8 on the east side in the area bordered
9 between 5600 and 4800- it is obvious driving down the street, or walking down the sidewalk, or enjoying the Rail
10 Trail, this is a neighborhood identified by single family homes and pastoral small hobby farms Please let us maintain
11 this last vestige of larger lots in Roy. People buying parcels like this are looking to grow things, raise their children
12 and animals, and contribute to the local Roy economy. Urban farmers deserve to buy in Roy too. Too often, despite
13 HOAs, townhomes/condos end up being leased out, and although not every renter is disreputable, the vast majority
14 are not as invested in the community as a homeowner.

15
16 I beseech every one of you, let us develop this neighborhood as “that area on the Rail Trail where there are farm
17 animals”. Let’s not continue the previous Roy style of a hodgepodge on R-3/R-4 in a bunch of single-family homes.
18 Let that activity be indicated in the Station Area as suggested in FOCUS ROY CITY.

19
20 Please consider keeping the parcel at 5154 S 2700 W remain R-1-6/R-1-8 and deny rezoning it to R-3/R-4.

21
22 Thank you for taking the time reading this, and I hope you and yours remain healthy and happy during these
23 challenging times.

24
25 Very Respectfully,

26
27 Dr. Melanie Swartz
28 5085 S 2700 W
29

30 **5. Thomas Spencer**

31
32 Mr. Spencer explained that the request had been denied twice before. When the project was approved in 2018, it had
33 been approved for medium density, which, he explained, was a good compromise. He continued that the area was
34 directly under the flight path of the Ogden airport. He explained that the density of Roy around the airport was an
35 issue. He continued that the railroad was also problematic around a densely populated area. He discussed the
36 walkability aspect by comparing it to different intersections. He explained that distances would be too great to be
37 waked. Finally, he asked the Council to deny the proposal.

38 **6. Samantha Tilton**

39
40 Ms. Tilton explained that she had lived in Ogden and Roy and added that she was a single mother with five children.
41 She pointed that as a single-income household, affordable housing was important. She explained that she loved the
42 community spirit of Roy but continued that there were limited options for affordable housing. A project like the
43 current one would allow her to come back and live in Roy. She voiced her wish that the Council approve the project.

44 **7. Tim Higgs**

45
46 Mr. Higgs explained that during a recent Council meeting, the Mayor had discussed some data about population and
47 affordable housing. He added that the Mayor had provided the median price of homes in the State v. in Roy City.
48 He explained he understood that the City needed to offer affordable housing. He continued having lived in the area
49 for half of his life. He added that he had gone to the Planning Committee and had been surprised to see that four
50 individuals were for the project: the applicant, the realtor, the lender, and a friend of the applicant who lived across
51 the City. Nine individuals were against the project: these were all individuals who lived within a quarter mile of the
52
53

property. He explained that the Council needed to respect the property owner's rights but also had to take into the consideration the desire of the residents. He added that he had sent the City Recorder a listing of affordable housing for Roy and the cities directly surrounding Roy City. He explained that he had compiled all active properties as well as those "under contract" and "sold" for the last 60 days. The list included properties under \$300,000.00. Draper had zero such properties while Washington Terrace had two. He pointed that Roy had sixteen. West Haven, on the other hand, had 113 such properties. He further refined these figures and explored data for Davis County. Looking at these numbers, he continued, Roy was doing its part. He mentioned that increasing this number to 34 units with their parking stalls would mean that the area would have 68 more cars twice a day. He explained this would greatly increase traffic, which the roads were not meant to handle. He stated that he believed Roy was already doing its part to offer affordable housing and that he wished the Council voted "no" on the request.

8. Stacie Warner

Ms. Warner explained she was a Roy resident with six children. She explained being excited for the potential 2200 new jobs that would benefit the City. She explained that the City needed updating to be able to support the growth. She mentioned that her children were reaching the age where they would be moving out and making their own homes. She mentioned that they would not be able to find affordable homes in Roy and would be going elsewhere. As a result, she continued, she supported the rezoning of the Terry property. She explained that while some residents were afraid of the changes, these new, affordable dwellings were needed.

9. Dave Mcillrath & Carrie Mcillrath

Mr. Mcillrath explained he had bought a patio home. To the South, he continued, were two sets of townhomes that were kept in good conditions. He pointed that his backyard was closer than 100 yards from where the plane had crashed. He continued that he had a good understanding of what it meant to live close to the airport as well as close to multi-family housing. He explained that the people living behind his home were part of an HOA and though the community was for those 55 years of age or older, it was well maintained. He pointed that often, people in that age range experienced difficulties living next to people with children but explained that this was not the case here. He continued that Roy needed to have more multifamily housing. The entire Wasatch front had an issue, he continued. He explained that while preserving an "Old Roy" was a valid goal, change was good. The Wasatch Front, he continued, was growing at fast pace. He mentioned that Roy City needed to be a good State citizen and provide housing for the people working on Hill Air Force Base to decongest the roads. When it came to the TRAX, he added, there was a basic transportation problem when traveling East to West. He added that there needed to be better infrastructure with less railroad crossings and more overpasses. He concluded that the housing would provide a form of noise block for residents in the area. He explained that he respected the current property owners' right to have animals in their backyard but added that, overall, Roy needed to help the Wasatch Front grow. Ms. Mcillrath explained that they were friends of the Terrys. They added that bringing this project would allow for beautification of the area. She concluded that she would like to see the Council approve the project.

10. Kate Bideaux

Ms. Bideaux explained that she wanted to voice her support for the project as affordable housing was needed in the area. She added it would drive younger families into the community which would increase sales in Roy. She mentioned that this would also help younger single adults to stay in the community. Furthermore, she continued, the HOA would ensure that the buildings would be properly maintained. She stated that she supported the project.

11. Sarah (no last name given)

Sarah (no last name given) explained she was a Roy resident. She mentioned she lived on Redland Drive and was aware of the traffic issues. She continued that Roy needed this type of housing. She explained that she sold real estate in Roy and all-over Northern Utah and pointed that she had grown up in Ogden. She mentioned that while more traffic would not be a pleasant development, the project should still proceed as affordable and nice housing was needed.

1
2 **There were several Public Comments that were made via email that are part of the minutes. These were the**
3 **emails submitted on this subject.**
4

5 5118 S 2700 W
6 Roy, Utah 84067
7 overbark@msn.com
8 20 April 2020
9

10 Dear City Council Members,

11
12 Roy City has been my home for my entire life. I've lived on the 'family farm', formerly known as Terry Subdivision
13 all of those years.
14

15 Our families have some serious concerns about the proposed zoning change and are adamantly opposed to this
16 change.
17

18 We were unable to attend the Planning Commission meeting but have watched the entire session online. Many of
19 our great neighbors attended the meeting and ALL who lived on our street were very opposed to the zoning change,
20 and wondered if their voices were heard?
21

22 From 5200 S. to 4800 S. is a unique pocket in our community. Many families, like us are living on properties that
23 have been in their families for many years. Some neighbors have farms and farm animals, some have small
24 businesses, many like us have big gardens and small farm animals, many have chosen to raise their families here, and
25 all in all, we LOVE our neighborhood.
26

27 Our children have grown, moved away, and have come back to live on our property. We have 4 of our children living
28 in the Underwood subdivision and 11 grandkids. It's been a dream come true having them come back and settle here.
29

30 Here are some of the reasons we are STRONGLY opposed to this zoning change:
31

32 • When Doug lived down here on the property in question, he had always been opposed to development.
33 While he lived there, the city had approached my father, Howard Terry (who was the property owner at the time) on
34 several occasions wanting to develop the land. At one point they wanted to continue 5200 S. through the middle of
35 the big field Doug currently owns. On several other occasions, developers approached our father and wanted to
36 purchase the land and put a sub-division in that would be home to 8 houses. On all occasions, my father would
37 consult with me Sandy, and Doug since we lived on the property. On ALL occasions, we were both adamant that the
38 property would not be developed.! We loved living in a rural environment, we both worked the land and loved it, and
39 moved here so that we could enjoy having property to grow things, have animals, and our children could have space
40 to run and play.
41

42 Since Doug has moved away from the property, he has lost that vision and is now interested in becoming a landlord.
43 His intent with these town homes is to keep as many as he can so that they will be rentals; thus, insuring him a steady
44 income. We understand that the property will be developed, however it our desire that it will remain 'low, to medium
45 density' housing.
46

47 • During the planning meeting, they proposed a NEED for this kind of development in Roy. I wondered about this,
48 so I took a drive. Within a one-mile radius of our home, we counted over 400 rental units. Many had 'for rent'
49 signs on them. We DO NOT see the need for more rentals!
50

51 • 2700 West is a main thoroughfare. We get a lot of traffic on our street. It is the only main thoroughfare that has a
52 30 MPH speed limit, and people tend to push that limit. Our street is busy enough without adding more 'high
53 density'!

• Currently there are 22 homes on our street between 5600 S and 4800 S. Adding up to 36 more units. Way too many!

This is not the first time that this proposal has come before the planing commission and the city council. The first time it was denied! The 2nd proposal was slightly different. The 3rd proposal was for 'medium density' housing. It passed! Great! I am not aware that any of our neighbors opposed the 'medium density' zoning. And now it's come before the council again....?

Please consider listening to us and all our neighbors that have lived here for so long, and truly care about preserving our little bit of country life that we have left.

PLEASE oppose 'High Density'!

Sincerely,

Bill and Sandy Underwood

Hello, I support the idea of new townhomes, so people have more housing opportunities in Roy.

Lori Bunnell (I would love to attend the virtual meeting tomorrow; however, I work every Tuesday night.)

Hello,

My name is Sarah Valdez and I live at Royal Wood Condo's on 5270 south 2800 west. Due to my work schedule I am unable to attend the meeting, but I would like to place my vote on the new (Multi-Family Residential) at 5154 South 2700 West. I would like to vote **YES** to building the town houses. I am not concerned with traffic becoming any worse on 2700 west and I take that route daily. Town houses are a great option for people that can't afford the current high prices of single-family homes and for people that would like to downsize. I think it would be great for Roy to have nice looking town houses built in that area.

Thank you,
Sarah Valdez

Kevin & Randee Mayes
5112 S 2700 W
Roy, UT 84067
801-389-1303
kevinm@pipefab.com
4/20/2020

Mayor of Roy and Members of Roy City Council:

We have been residents of Roy City for 38 years each, and we are writing to express our concern for the proposed zoning for the property located at 5154 S 2700 W (2nd home south of our residence). This proposal keeps coming before the city, the residents of Roy and neighbors of this property have continued to oppose the construction of high-density housing units here. We have heard the arguments from the professionals that have been brought in to tell us why we "need" to have these units built here, we have heard the Realtor's remarks about the need for "affordable housing" and how each city is supposed to come up with a plan on how to achieve this end. I think Dave Tafoya put it best the last time this was presented to our City Officials, when he said "Roy City is 'affordable housing'!".

We are members of the Church of Jesus Christ of Latter-Day Saints, our ward boundaries currently consist of more than 10 high-density housing complexes, over half of the units in our ward are not single-family homes. From the

1 various positions/callings we have held within the ward, we have become familiar with and know of the strain this
2 many high-density units have put on our neighborhood. Some of these units make for unsafe environments due to the
3 illegal activity that seems to be drawn to them. These proposed units would add further strain to an already stressed
4 neighborhood.

5
6 Lastly, Roy City (as of 2015) was the sixth densest city in Utah, population wise, with an average of 4,806 people
7 per square mile. This is not our vision of Roy and not that of everyone else we have spoken with that lives here as
8 well. I hope that we can start making decisions to move away from these issues rather than compound them. Please
9 do NOT approve this proposal for more high-density units.

10
11 Thank you for serving Roy in all of your roles within our city!

12
13 To the city counsel and Mayor Dandoy.

14 I strongly oppose the rezone for high density housing. I bought my house at 5149 s. 2700 w. so I could live in a nice
15 country setting to be able to have large animals and little farm animals and a garden, and this would make it harder
16 for us getting in and out of our driveway with a truck and horse trailer with the horses in it. And if they are only
17 allowed 2 1/2 parking spaces then the extras would filter out to the main road to where we wouldn't be able park to
18 unload horses on the road if we were not able to pull in the driveway because of heavy traffic due to school kids
19 people going to and coming home from work and trains blocking the intersection. He wanted townhomes before but
20 was shot down a couple times before then he went for the patio homes and he was approved for patio homes and
21 we're fine with that. The traffic is already bad on this road we don't need to add to it. there have been several accidents
22 on this road 2 roll overs, 2 telephone poles taken out, my son has had 2 cars hit on this road just at my end of this
23 section of road. That's not counting the section towards 5600 s. where there have been even more. Emergency vehicles
24 use this road all the time we don't need to add to the congestion. Our little farming community and single-family
25 homes is not the place for high density housing. So, I am asking to please do not rezone to high density housing

26 Wendy Packer

27
28 Dear Roy City Council and Mayor Robert Dandoy I am writing regarding the land proposal for the property on 2700
29 W. and 5200 south. We live directly across the street and have gone to the meetings before and are still against the
30 property be rezoned high density. Traffic congestion would be worse, and we have small children that we are
31 concerned about. We've lived here for over 20 years and would like to keep the tight knit neighborhood we've had,
32 without adding 36 more families to such a little area. Thanks for your time, we hope you will take our thoughts into
33 consideration!

34 Maria Toscano

35
36 12 units per acre? he has 2.8. and requesting VERY HIGH DENSITY. As a city, what do we have to do to satisfy
37 housing requirements of 5-year moderate housing demands at State level requirements compared to the Roy city's
38 current accomplishments? The future land use map dated 4/19/2019 shows MEDIUM density single family
39 residential in our area. At the planning commission meeting, it was an eye opener when there were at least 11 opposed
40 to the zone change compared to 4 in favor BEFORE the planning commission voted on it! Real Estate agent Brenda
41 Nelson said there were 3 housings available, yet the next day I looked online and found 40+. What is Roy's current
42 need vrs. vacancy?

43
44 In December 2017 City Council adopted Focus Roy Plan : Downtown 1900 between 5200 s & 6000 and Front runner
45 station The plan called out for both areas to become mixed-use activity centers, where is the city now with this, as
46 there is plenty of room to build HIGH density units in those areas.

47
48 My concerns are when the tenants get in, they will find with the trains rattling their windows, floor tiles vibrate loose
49 and they won't want to live there.

50
51 Current landowners have dealt with this as well as traffic. How are people going to afford NEW housing if so many
52 are currently homeless, or can barely make rent payments now?

1 I strongly oppose the zone change for this Very high density request. We do have a mix zone on our area between
2 4800 and 5600 on 2700 w. The very high density will just not fit in.

3 Kay Petro

5 My name is David Tracy, I live at 5125 so. 2700 w.

6 I think the council members could vote not to change the zone from single family, and Mr. Terry could still build
7 houses, just not as many. Roy has too much High Density housing now.

8 Thank you.

10 My name is Jonathan Hale and I live at 5005 S 2500 W, Roy, UT 84067

11 Due to my work schedule I am unable to attend the meeting, but I would like to place my vote on the new (Multi-
12 Family Residential) at 5154 South 2700 West. I would like to vote **YES** to building the town houses. I am not
13 concerned with traffic becoming any worse on 2700 west and I think it will be a great addition to our neighborhoods.
14 Town houses are a great option for people that can't afford the current high prices of single-family homes and for
15 people that would like to downsize. I think it would be great for Roy to have nice looking town houses built in that
16 area.

18 Thank you, Jonathan Hale

19 Dear Roy City Administration:

21 ***Re: R.C.C. April 21, 2020 ~ Ord. Nos. 20-4 and 20-5, 5154 S. 2700 W.***

23 Please consider this letter in support of the Doug Terry rezone application regarding 5154 S. 2700 W., Roy, Utah. I
24 recently observed and paid for the expensive construction of a 60-foot wide roadway development along 2950 W.
25 near 4600 S. in Roy. I also have an ownership interest in several homes and rental units in Roy City.

27 ***If Roy City recognizes an "affordable housing" problem, then Mr. Terry's rezone request, along with similar***
28 ***requests for smaller lot sizes and P.R.U.D.s, should be approved.*** ("Mayor Dandoy explained that the legislators
29 had approved SB 34 addressing affordable housing
30 " https://www.royutah.org/AgendaCenter/ViewFile/Minutes/_02042020-522

32 "The Median household income of a Roy resident is \$60,100 a
33 year." <https://www.bestplaces.net/economy/city/utah/roy>

34 Glossary ~ Affordable housing: An affordable housing units [sic] is defined as a unit in which an owner or tenant
35 pays no more than **30 percent** of their household income toward housing costs. The term is often used to refer to
36 affordable housing for low, very low, and extremely low income groups. Affordable is an adjective modifying
37 housing. <https://gardner.utah.edu/wp-content/uploads/HousingBrief.pdf>. (Emphasis added.)

39 Assume a homeowner should be paying about \$1,500 per month for "affordable housing" based on the median Roy
40 City income. With a zero down payment, 30 year mortgage at 4.5%, factoring in insurance, taxes, upkeep, and
41 additional factors, the \$1,500 per month payment could support a \$300,000.00 +/-
42 home. <http://www.frograte.com/mortgage-calculator/>

44 The NAHB single family house cost breakdown for 2017 estimates that the "finished lot cost" is 21% of the new
45 home cost. This would translate to just over \$60,000.00 for the building lot for an "affordable" median house in Roy
46 City. <https://www.nahbclassic.org/generic.aspx?genericContentID=260013>

48 The typical R-1-8 lot in Roy City for 2020 likely exceeds \$90,000.00. The roadway/improvement costs likely exceed
49 \$500 per running foot for a the typical 60-foot wide roadway in an R-1-8 subdivision.

50 ☐ How would one reduce the building lot price by 1/3 (\$90,000 to \$60,000) to accommodate an
51 "affordable" Roy City house for the "median" household?

52 ☐ How could Roy accommodate about 1/2 of the prospective homebuyers functioning below the median
53 income level?

1
2 If "affordable housing" is deemed to be a problem in Roy City, one approach to the problem would be to allow smaller
3 lots and more P.R.U.D.'s with narrower roadways. The Doug Terry application would be one step in the right
4 direction under these circumstances.

5 Respectfully submitted,

6
7 --

8 Robert J. Fuller, JD, MBA

9 **Fuller Law Office, LC**

10 rob@fullerattorney.com

11 1090 N 5900 E

12 Post Box 835

13 Eden, Utah 84310

14 801 791-7736

15
16 Developer CC&Rs are typically submitted at the time of development. If these CC&R's call out "no rentals" it greatly
17 increases the likelihood that that these would not later be changed by owners of these units. Will the city be reviewing
18 the developer CC&Rs as part of the development approval package? (lapage65@aol.com)

19
20 The comments that were emailed were forwarded to the City Council prior to the beginning of the meeting to review.

21
22 Councilmember Saxton asked for the square foot of the units. Janae Terry explained that they would be 1500 to 2000
23 square feet with three bedrooms and two bathrooms. Councilmember Wilson stated that this project was a dilemma.
24 She explained that the property owners had a right to develop as they wished but that nearby property owners also
25 had rights. She added that the Council had to look at whether the request was reasonable, which she thought was the
26 case here.

27
28 **Councilmember Wilson moved to approve Resolution Ordinance 20-4. Councilmember Saxton seconded the**
29 **motion. A roll call vote was taken. Councilmember Jackson, Saxton and Wilson voted "Aye."**
30 **Councilmembers Paul and Burrell voted "Nay." The motion passed.**

31
32 Councilmember Saxton asked about the logic and thinking of the Planning Commission when they recommended
33 approval. Mr. Parkinson explained that Staff had looked at balancing the rights of property owners as well as the
34 rights of those around it. He explained that many needs had to be balanced.

35
36 **Councilmember Saxton moved to approve Resolution Ordinance 20-5. Councilmember Jackson seconded the**
37 **motion. A roll call vote was taken. Councilmember Jackson, Saxton and Wilson voted "Aye."**
38 **Councilmembers Paul and Burrell voted "Nay." The motion passed.**

39
40 **F. Public Comments**

41
42 **1. James Carpenter**

43
44 Mr. Carpenter thanked the Council for the opportunity to speak. He stated wishing to speak about the Form Based
45 Code. He explained that he was speaking on behalf of the Utah Sign Association. The goal of the Association, he
46 added, was to work for beneficial and enforceable sign regulation. He further mentioned that some of the concerns
47 the Association had was that the proposed changes did not support the economic vitality of local businesses,
48 particularly during these unprecedented economic times. The proposed changes, he continued, decreased the amount
49 of signage allowed. The Association, he continued, would not support such a reduction. Due to these issues, the
50 Association recommended that the Form based Code did not make any changes to sign regulations.

51
52
53 **2. Nancy Faulkner**

1
2 Ms. Faulkner explained that she would like for the ordinance concerning the Terrys property to pass. The younger
3 people, she continued, needed updated dwellings.
4

5 **3. Kevin Homer**

6
7 Mr. Homer thanked the Council for implementing the technology allowing for the meetings to continue. He explained
8 that he had often been out of town for business or pleasure and had missed being able to be a part of these meetings.
9 He explained that the City should think about how to transition out the restrictions imposed by the COVID-19 crisis.
10 He stated that it would be beneficial to continue holding meetings online. His other suggestion, he added, was to
11 make the meeting a little more interactive. He asked whether the work session would continue Zoom. Mayor Dandoy
12 explained that the work session would continue Zoom in a separate session.
13

14 **4. Dennis Brown**

15
16 Mr. Brown explained he and his wife had been long-time residents of Roy. He stated that the Form Based Code
17 proposed was concerning. He pointed to an area where residents were allowed (A and B area) and added that this
18 would take space away from businesses, and thus sales tax. Secondly, he was concerned about the landscaping for
19 trees. He explained that he had sold a property on 1900 West which now had orchards. He added that during the
20 time he owned the property, the trees pushed the sidewalks which required extra maintenance. He mentioned that he
21 would prefer to see the City use their mixed-use requirements. He concluded with the opinion that allowing high-
22 density housing in the downtown area was not a good idea.
23

24 **5. Joe Fowler**

25
26 Mr. Fowler explained that his family owned the Burger Bar. He stated that he appreciated the opportunity to speak.
27 He mentioned that he had found the information provided by Councilmember Wilson on the topic of FBC to be
28 helpful. He explained that his family was not excited about this development as they believed it would hurt businesses
29 in Roy. He pointed to Layton, which had medians in the road and forced residents to make U-Turns and lowered the
30 number of customers coming. He added that the upkeep and the maintenance would also be factor. His own business
31 would have to restrict what it could build due to all the codes. He provided a specific example. He mentioned that
32 Roy should not try to be Park City and that doing so would be harmful in the long run. He asked the Council to
33 oppose FBC and go with a mixed-use code.
34

35 **6. Melissa Schmidt**

36
37 Ms. Schmidt thanked the Council for opportunity to speak. She explained that she was speaking on behalf of the
38 McDonald's corporation, specifically the franchise located on 5413 South 1900 West. Her comments, she continued,
39 related to FBC. She mentioned there were concerns on restrictions placed for future reinvestments. She explained
40 that these restrictions impacted the business' ability to make sales. Furthermore, the top concern with the draft, she
41 added, was the signage as it reduced visibility and would turn the drive-thru a reverse one. She mentioned that the
42 drive-thru currently represented 79% of the sales, and that with the virus, this income was a must. The setback, she
43 added, would force the McDonald's to lose it bypass lane making it more inconvenient for customers to exit the site.
44 The location, she continued, had been serving the community for 48 years. She added that the restaurant had the first
45 playland and drive-thru in Utah. The operators, she continued, were involved in the community, supported local
46 sports, and hosted annual work parties at the Roy Aquatic Center. If FBC went through, she continued, the franchise
47 would no longer be viable. She continued that there was a plan for an interior remodel but that with the restrictions
48 potentially placed on the business by FBC, this might no longer be an option as it would reduce sales possibly making
49 the business not longer viable. She concludes that, as a landowner, McDonalds requested that the Council oppose
50 FBC.
51

52 **7. Jim Sachs**

53

Mr. Sachs explained that he owned the Common Cents store since 2001. He explained enjoying the community and pointed that he had been involved in everything from design to construction. He explained that he had always avoided FBC in potential developments. He added that he had given up a location in Riverton because of FBC and had looked at other areas which he had not chosen because of FBC. He explained he did not find the design inviting to customers. Moreover, he explained, a remodel to the car wash or anything else on the property would not be accomplished as FBC would make it very cost prohibitive.

Jim Sachs requested a letter be kept as part of his comments as well.

Mr. Mayor and Council Members,

Our Common Cents Store located on the corner of 1900 West and 5600 South has been in operation for nineteen years this spring. For us, serving the citizen of Roy has been a pleasure. We would like to thank you for the opportunity the City of Roy has provided to our Company - we respect your process and wish to share our thoughts on the proposed form-based code.

We generally would oppose the prospect of having to deal with that code in the long term. Some aspects do seem appealing, like the prospect of mixed use adding more citizens living close to our store, others do not seem appealing. In the desire to keep this brief we would like to provide bullet points to address our concerns. They are as follows:

- We do fear having to eventually adhere to FBC. Where development becomes more off a center facing little business park. While a small business park may work for some independent and boutique shops, there is not enough traffic generated for a multi-million-dollar investment. It literally is like trying to do business with a person with your back to them.
- We would be greatly concerned by the lack of immediate and easy access to our facility. To the point we would likely never develop in a form-based code environment. We have been in the land use business for the course of our existence and can't imagine a venue were FBC would be beneficial for our business model.
- While we think that a pedestrian retail area may be inviting in parts of Roy. For example, east of our location the proposed road additions may not be all that high traffic which may be more suitable for FBC. The mere fact that there are 50K+ cars on the corner of 1900 West and 5600 South daily would make you think that increased pedestrian traffic may be conflicting.
- We have heard discussion as to the importance of form vs. function. We think this may be the real issue with FBC. Those in favor of FBC may tell you form is more important. Neither with business nor people would that be true. Form and appeal do matter, but the business must function to meet expenses and the investment has to make sense.
- We are concerned that medians and landscaping on 1900 West and 5600 South would cause additional congestion on an already busy corner potentially diminishing our current ingress and egress. Maybe one solution would be to carve out higher traffic areas.
- Our thoughts on FBC are that it removes individuality, limits collaboration with city and the private sector, and gives decision making to a small group of administrators. For these reasons FBC, in some parts of Roy, could move business investment to other jurisdictions.

We wanted to share a few of our concerns today before tonight's meeting and your discussions on FBC. We thank you for taking the time to hear and consider our concerns.

Sincerely

James Sachs, Director of Operations

Michael Bendt, Operations Manager

G. Presentations

1. Matt Andrews - FY 2021 Budget Proposals

1 Mr. Andrews shared his screen. He explained that he had detailed a strategic plan showing the City's goals. He read
2 a statement explaining that Roy City existed to enhance the quality of life of all members of the community through
3 planning, visionary leadership, and the highest quality of municipal services in an efficient and courteous manner.
4 He added that these goals were achieved through strategic directives. Because of the current situation caused by
5 COVID-19, the economic impact was unknown. He pointed that sales tax numbers were difficult to gauge. He
6 continued that the budget needed to be built in an adaptive way and added that it only took the city 10 days to modify
7 the City budget. Furthermore, he explained that the City was expecting impact to roads and sales tax. He continued
8 that some forecasts were predicting an economic boom coming out of this situation while others suggested a 30%
9 decrease in sales tax. He continued that the City was preparing plans for both these situations.

10
11 Mr. Andrews explained that the intent of the discussion was to give the City an idea of where the budget was at with
12 the strategic directives. Before allowing funds for expenditures, he added, there needed to be more clarity about the
13 economic impact. He continued that the tentative budget had to be submitted to the Council by May 5, 2020. He
14 continued that the budget had to be adopted by June 16, 2020, though the State might prolong these deadlines.

15
16 The Council had no questions.

17
18 Mayor Dandoy explained that Weber County was planning on making an announcement that there would be a soft
19 opening taking place on May 1, 2020. He added that for some time there would not be larger openings and added he
20 felt this would be the case for the Summer City Council meetings. He continued that, according to the Governor, full
21 openings and Council meetings might not happen until September. Keeping the Complex and Aquatic Center closed,
22 he added, would prevent the City from making revenue: these two centers became merely expenses. He continued
23 that the County and the State were discussing reopening some businesses on May 1, 2020, though big gatherings
24 were far away, he added.

25
26 Mayor Dandoy recapitulated what Mr. Andrews had explained.

27
28 Councilmember Wilson asked whether the budget deadline came from the State or if it had been decided based on
29 the Council having a meeting. Mr. Andrews explained that the budget could be approved during the first meeting,
30 but, by law, it had to be adopted prior to the end of the fiscal year: June 22, 2020. Councilmember Wilson asked if
31 the Council could meet in person while also social distancing. She was told that if such a meeting were held, it would
32 have to be open to the public which was not yet allowed.

33 34 **H. City Manager's Report**

- 35
36
 - Summer hours to be starting on May 26th

37
38 Mr. Andrews explained that these hours should be started on May 26, 2020: M-TH from 7:30 a.m. to 5:30 p.m. and
39 F from 7:30 a.m. until 11:30 p.m. He pointed that the Offices were still open by appointment only and mentioned
40 that the City wanted to keep both population and employees safe.

- 41
42
 - Police and Fire Department

43
44 Mr. Andrews explained that there had been food donations for the Police department. He explained that the Police
45 and Fire Department had a system where if someone had a birthday, they would get a drive by as the pandemic had
46 been hard on children during their birthdays.

- 47
48
 - Construction

49
50 Mr. Andrews explained that the I-15 lanes were being expanded upon. As a result, there would be additional noise
51 and construction in the area. He added that everything was done to keep the project on schedule and pointed that the
52 reduced traffic had been helpful.

- Surplus

Mr. Andrews explained that when it came to surplus, the City had to have a public auction anytime it got rid of anything over \$100. He explained that the City used publicsurpluscom. This was the most successful avenue to do so, he pointed. When more expensive items were sold, he continued, the City used KSL ads. He added that publicsurpluscom charged the buyer a 10% fee.

- National League of Cities conference in Washington DC

Mr. Andrews explained that a month and a half ago, he and a couple of councilmembers had attended the NCL Conference. There, he continued, they had learned about infrastructure. He mentioned that all infrastructure was eventually due for repairs and replacement. He explained that the 5600 corridor had been discussed and added that the Mayor and Council had been heavily advocating for these repairs to be completed. He continued that they were able to meet with some of the Utah representatives there. He added that the Mayor of Washington DC had recommended that cities come together, work together, and play together. He added that affordable housing had also been a big topic. Attendees, he continued, had been able to talk with vendors.

I. Mayor & Council Report

Councilmember Saxton stated that work on the Municipal Park had started. He added that he hoped the work would be completed before the new school year began. He pointed that the Park had already been budgeted. Mr. Andrews clarified that the Park was part of the Capital Projects' fund and was therefore rolled from year to year. Councilmember Saxton continued that he had been working with several of Roy's businesses in trying to get them through the crisis and preventing them from closing. He added that some of these businesses might be applying for small business loans with the City.

Councilmember Jackson stated that she wished to thank the Staff as they always seemed to be ahead of what was happening. She continued that they had been responsive to employees as well as their families and cared for citizens. She mentioned having received a request from a citizen asking if there was anywhere on the City site listing which business was open and which was not. The citizen also wanted to know how they could best support Roy City's businesses. Mr. Andrews stated that this work had been begun on Facebook. Councilmember Jackson explained that it would be good if said businesses were linked electronically.

Mayor Dandoy explained that other cities were not planning on holding big events. He stated that guidance was needed from the City manager. He mentioned that Roy Days had been an institution in the City, however, this year might be different. Mayor Dandoy stated that the biggest concern now was that if one or two cities canceled, while other did not, there would be consequences. He explained that decisions would be based on recommendations from the Health Department but also noted that he needed a deadline as to when Staff would make a final decision. He explained it was not beneficial to spend money on planning an event that would later be canceled. He continued that Miss Roy would be an important event to maintain in some fashion.

Councilmember Paul stated that Bountiful, which he thought of as Roy's sister city, had canceled their own events. Mayor Dandoy stated that some sources had mentioned that large gatherings would not happen until September. Councilmember Burrell explained that the Council might want to make a quick decision about gatherings and let the public know that this was an extenuating circumstance, and that the City was not canceling the events for ever. Mr. Andrews explained that thinking about having 10,000 individuals in the Roy West Park sounded hard to believe considering the circumstances. He pointed again that the budget had to be adaptable. He mentioned that the Roy Days celebrations were highly unlikely to take place. Councilmember Burrell stated that the recommendation that traditional celebrations would not take place needed to happen rather soon. Mayor Dandoy asked that a recommendation be made to the Council by May 5, 2020.

Mayor Dandoy mentioned the UDOT study. Mr. Andrews explained that UDOT would come to the Council's chambers during the last meeting of May and added that the first meeting would concern the tentative budget while

1 the last one would address the impact study.

2
3 Councilmember Wilson explained that her neighborhood had been concerned about senior graduates. She stated that
4 she hoped Staff was thinking about ways to celebrate the graduates. Councilmember Paul stated that it was a difficult
5 moment for HS seniors. Councilmember Wilson stated that the administration was planning on placing individual
6 signs for each senior with their names displayed. She added that it would be fantastic to display a banner over the
7 freeway. Mayor Dandoy stated that this could be done and asked for more ideas on how the City could celebrate its
8 seniors.

9
10 Mayor Dandoy stated that data showed Roy City had 23 COVID-19 cases. He continued having received a letter
11 from the YCC which had asked for funding for its programs. Considering the nature of the current situation, he
12 continued, the Council had to think about this.

13
14 Mayor Dandoy stated that the 5700 South speed humps were scheduled to be improved: a plan had been laid out.

15
16 Mayor Dandoy explained that one of the last remaining components of the Assisted Living facility was to check the
17 noise on the emergency generator. He continued that the City had acquired the noise meter. Once the test completed,
18 the facility would make sure to fulfill the noise requirements. Councilmember Paul explained that one of issues when
19 testing the noise level was ambient traffic noises

20
21 **J. Adjournment**

22
23 **Councilmember Jackson moved to adjourn the meeting. Councilmember Burrell seconded the motion.**
24 **All Councilmember voted “Aye.” The meeting was adjourned at 7:59 PM.**

25
26
27
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31
32
33 _____
34 Robert Dandoy, Mayor

35 Attest:

36
37 _____
38 Morgan Langholf, City Recorder

1 APRIL 21, 2020 – 5:30 P.M.

2
3 ZOOM MEETING WITH LIVE STREAMING ON YOUTUBE
4

5 A. Welcome & Roll Call
6

7 Mayor Dandoy called the work session to order and noted those who were present. Councilmember Saxton recused
8 himself of the meeting.
9

10 B. Discussion Items
11

12 1. PRESENTATION – Councilmember Diane Wilson
13

14 The meeting began after City Council adjourned at 8:00 pm.
15

16 C. Adjournment
17

18 Councilmember Burrell motioned to adjourn the meeting at 9:20 PM. Councilmember Jackson seconded the
19 motion. All Councilmembers voted “Aye.” The motion carried.
20
21
22

23
24 _____
Robert Dandoy, Mayor

25
26 Attest:
27

28 _____
29 Morgan Langholz, City Recorder



ROY CITY COUNCIL MEETING AGENDA

MAY 5, 2020 – 5:30 P.M.

ZOOM WEBINAR WITH LIVE STREAMING ON YOUTUBE

A. Welcome & Roll Call

Mayor Dandoy called the meeting to order and took roll.

B. Moment of Silence

The audience observed a moment of silence led by Councilmember Saxton.

C. Pledge of Allegiance

Council Member Saxton led the audience in reciting the Pledge of Allegiance.

D. Consent Items

1. Approval of new Business Advisory Board Members Ryan Dahl, Heather Schwitzer, Chris Limburg, and Janel Hulbert, and Sean Henderson.
2. Sale of fixed assets (1997 Jacobsen HR-15 Hydro, serial number 7052).

Councilmember Wilson welcomed the new BAB members.

Staff then explained that the 16-footer lawnmower was 23 years old. He explained that the City had gotten some good work from this lawnmower but that it had become too prone to be needing repairs. As the result, he continued, he recommended the sale of the item.

Councilmember Paul moved to approve the consent items. Councilmember Saxton seconded the motion. All Councilmember voted “Aye.” The motion passed.

E. Action Items

1. **Ordinance 20-7** an Ordinance granting to Questar Gas Company, dba, Dominion Energy Utah a Franchise for the Construction, Operation and Maintenance of a Gas Distribution System in Roy City, Weber County, State of Utah.

City Attorney, Andy Blackburn, stated that he was glad the ordinance was finalized. He explained that this ordinance approved a franchise for Questar to allow them to distribute their gas. When it came to utilities, he continued, it was easier to use ordinances then resolutions. He added that this ordinance was a contract allowing Questar to place their infrastructure. The ordinance he continued included guidelines on how to construct and maintain the infrastructure as well as insurance. He concluded that he recommended that the Council approve the agreement.

Councilmember Paul moved to approve Ordinance 20-7. Councilmember Jackson seconded the motion. A roll call vote was taken. All Councilmember voted “Aye.” The motion passed.

2. Consideration of Resolution 20-10 approving and authorizing the Mayor to execute a professional services agreement with Randy Sant, dba RS Contract Management Services



City Manager, Matt Andrews, stated that the resolution was a service agreement between Roy City and Randy Sant, the owner of the company. He explained that there was a \$1,500 retainer paid to Mr. Sant every month. This contract he continued, benefitted all parties as Mr. Sant was paid by the hour: a wage of \$150 per hour. He explained that many cities had an economic development officer full time and pointed that this agreement would bridge the gap for Roy. He highlighted that there had been a termination of the convenience clause with a 30-day termination window. He continued that Mr. Sant did not charge for minimal services such as phone calls under 15 min and did not charge for mileage. He continued that Mr. Sant would provide detailed accounting record for his services. He concluded by recommending the approval of the contract.

Councilmember Wilson stated she was new to the Council and therefore new to Mr. Sant's services. She asked to be explained what his services consisted of. Mr. Andrews explained what the Redevelopment Agency's role was. He continued that Mr. Sant had helped create two CRAs. He added that he communicated with developers on how to come to Roy City and advised them. Mr. Andrews further pointed that the packet provided to the Council had a list of potential services Mr. Sant could provide, including feasibility studies, retail leakage studies, market analysis, etc. The services were all centered on economic development, he continued. Councilmember Wilson asked whether Mr. Sant brought business to the City. Mr. Andrews stated that Mr. Sant would recommend for specific businesses to come to Roy but did not go to solicit them.

Councilmember Saxton stated that Mr. Sant had been instrumental in helping with the Intermountain Roy Clinic. He explained that Mr. Sant had sat on these meetings and added that there was a direct correlation between Mr. Sant's services and economic growth. Councilmember Paul explained Mr. Sant had also helped in getting the small business loan program started. Councilmember Saxton asked whether Mr. Sant could provide a quarterly report to the Council.

Mr. Sant thanked the Council for the opportunity to work on Roy's economic development. He explained that he would make sure to provide monthly report on the progress. He continued that he would work on what the Council and the Administration wished him to work on. He added that he could work on recruiting businesses as well as economic studies.

Councilmember Wilson moved to approve Resolution 20-10. Councilmember Paul seconded the motion. A roll call vote was taken. All Councilmember voted "Aye." The motion passed.

F. Public Comments

1. Kevin Homer

Mr. Homer asked whether there was an update in the house to house sale. Secondly, he wanted to voice some concerns about the contract responsibilities of Mr. Sant. He pointed that Mr. Sant was to coordinate and manage the RDA revolving fund program. He explained that there might be some specific responsibilities for this role in the contract but explained that it would be appropriate for the City to have some accountability for the fund as it was a third party managing monies on behalf of the City. Mr. Homer advocated for oversight.

Mr. Andrews explained that the Board had to approve any type of loan activity, which was the oversight Mr. Homer was advocating for. He added that he was specifically looking at the building and alcohol ordinance and continued he was working on a comprehensive package and added that if the Council felt there was a need, this could be split in different pieces.

It was noted that in addition to the revolving loan fund with Mr. Sant, the Finance Office was also involved with the building portion: they were responsible for invoicing. Mr. Sant's role was more administrative

G. Presentations

1. Budget Proposal FY 2021—Camille Cook

Ms. Cook presented the proposed FY 2021 Budget. She began by sharing her screen with the Council. She thanked the Council for the opportunity to present the Budget and pointed that it was a collaboration between Mr. Andrews and all his department directors. She explained that the needs of the City had been balanced with projected revenues. She added that the budget was balanced. She continued that the 2021 Budget had been unique due to the uncertainty caused by COVID-19 and added that the health and safety of employees had been a priority while the budget was being decided. She explained that Staff had relied on subject matter experts to prepare the budget in a way that responded to the socio-economic situation. She further explained that the total FY 2021 general fund budget, including class C roads as well as transportation and infrastructure funds, totaled \$17,801,711.00 which was a decrease of 4.23% from the prior modified budget. She explained that most of the revenues were projected to stay flat when compared to FY 2020, though a few revenues were projected to decrease. The largest decrease, she pointed, would occur in the sales tax revenue, a tax group that accounted for 68% of revenues. Pointing to a graph, she explained sales tax were projected to decrease 9.14% from the prior fiscal year. She added that there was a two months delay in receiving tax data, therefore the sales tax commission was working on providing the March sales information as soon as possible. This information, she continued, would be provided by May 11, 2021. April sales tax information would, however, not be available to calculate this budget as it would not be available until June 20, 2021. She explained that advice had been sought from the State, the Tax Commission, and from economic experts in order to predict the decrease amount of sales tax. She continued that Staff believed the number was reasonable, but adjustments would likely need to be made. Over half of the general fund budget, she continued, was allocated to Public Safety as it accounted for 51% of the budget. The remaining 49% of the budget, she added, as broken down between the various departments. Ms. Cook explained that the funding for Class C road funds and transportation infrastructure was restricted to these uses and were not available to be used for wages.

Ms. Cook explained that every department had been asked to make reductions to their Fiscal year 2021 budget due to the ongoing crisis caused by COVID-19. She further explained that for each department, employees were the greatest asset to maintaining the level of services: maintaining the Step system was vital to keeping good employees. She continued by explaining the Step System, which consisted of a 2 to 2.5% merit pay increase for general employees. Public Safety personnel, on the other hand, received a 3.75% merit increase. She explained that the program was included in the proposed budget and recognized that this program was important to stay competitive with other cities. At this time, due to the uncertainty caused by the virus to City revenues, Staff proposed to suspend the Step program until January 2021, at which point the program would be reinstated and retroactive to July 1, 2020. This would allow the City time to look at the economic impact of the virus and make necessary adjustments. The budget, she continued, included a 4.5% increase in health insurance premiums. She explained that the City covered 85.5% of insurance premiums. The only change to the current plan, she added, was an increase in deductibles from \$750 to \$1000. She explained this figure was competitive with industry standards and kept the increase to a minimum. She continued that a high deductible option had been added to the choice of insurance plans. This allowed employees more choices in terms of what was best for them and their families and more control over healthcare costs. More information would be provided as part of the open enrollment process later in the month, she continued. The Utah Retirement System Rates, Ms. Cook explained, were set by the legislators every year. The prior year, she explained, there had been a 1/10 increase to the Tier 1 Firefighters rate, that rate, she continued, had decreased back to its 2019 level. She mentioned an increase to the Tier Two Public Safety Retirement rate where the City would contribute 2% to the increase while employees would be responsible for another 2.27% of the increase.

Ms. Cook explained there were several personnel changes as well as capital projects ones along with equipment requests. All these requests, she explained, had been eliminated to maintain the Step Program for employees. The only personnel change in the budget was a title change for the City's HR technician. This was a better reflection of the responsibilities of this particular position, she added. She continued that each department had had reductions in their line items due to COVID-19 and uncertainty in revenue. As a result, the legislative budget had decreased by \$67,000. This decrease included election expenses which had been removed as this was a non-municipal election year. The amount, she clarified, would go back up the following year. She continued that the City was responsible for this cost. She pointed that there had been a decrease in contribution to non-profit agencies and pointed there also was a decrease in tuition assistance to employees. The employee summer party was also one of the proposed cancellations. She added that she did not anticipate that employees could get together. The Police Department budget

had also decreased by \$73,00, she explained. She added that only so much could be cut out of each line item until employees and their positions could no longer be supported. Employees needed equipment and supplies in order to perform their duties and with approximately 70% of the General Fund budget going to personnel it was difficult to cut too much out of the budget without impacting staffing level: maintaining staffing levels was necessary in order to maintain the level of services provided. She continued that the PD was proposing leaving a sworn officer position open until after the economy stabilized. The Fire Department budget increased, she continued, due to a State ambulance assessment of \$30,000. There was also an increase on overtime to cover training time. The transportation infrastructure funding, she continued, would be used to widen 4800 South and Midland Drive at the canal crossing.

Ms. Cook explained that due to the health and safety of citizens and employees, the following changes were being proposed when it came to recreation facility and recreational events. Staff was recommending decreasing the recreation complex budget by \$49,000 based on recommendations to postpone opening the Complex until September 1, 2020. With the current State and local Health Department's recommendations, she continued, occupancy was limited and there were no swimming lessons and group exercise classes allowed. She continued that there were a number of people in the most vulnerable population groups who used services at the Complex. As a result, Staff believed September 1, 2020, was a reasonable time to re-open. The Aquatic Center budget, she went on, had been decreased by \$335,000. This, she explained, was based on a recommendation to keep the Aquatic Center closed for the remainder of the 2020 season. She continued that the focus was on the safety of citizens and employees, and the current restrictions only allowed lap pools with lanes. This decision, she continued, was fiscally responsible as there was a fixed cost to opening the Center and limited patronage would force the Center to operate at a deficit. Other outdoor pools in the area were of a similar mindset. Both the Complex and Aquatic centers would utilize their Staff elsewhere in the City until the respective facilities reopened. The FY 2021 budget, she continued, did not include any funding for Roy Days. She pointed that permits for mass gathering were required two months in advance and she did not anticipate that a mass gathering permit would be granted in June for 10,000 to gather at the beginning of August. She further added that Roy Days relied on donations from businesses, which were currently unavailable as businesses had been impacted as well. She explained that Staff were deeply saddened by this recommendation and pointed that other cities had also canceled their own celebrations. She added that the City would honor the Miss Roy scholarship awards from prior pageants and would consider other ideas to bring the community together when it would be safe to do so.

Ms. Cook explained that \$185,000 had been set aside each year for the purchasing of Fire and Police equipment and apparatus. She explained that the budget proposed to use \$225,000 of these funds to replace an ambulance in the FD. This would leave \$600,000 set aside for future fire equipment needs. She continued that any interests gained on the capital projects accounts would go back to the fund balance to be set aside for future allocations.

Ms. Cook explained that the FY 2021 Utility Enterprise fund budgets did not include any fee changes as it was not a good time to increase fees for residents. The fee changes would be re-evaluated in January 2021. She continued that the Water and Storm Sewer utility funds totaled about \$10,000,000, which was a 1.8% increase from FY 2020. Switching water meters, she explained, would be the priority for FY 2021 along with continuing the water replacement on 2600 West, the sewer main line rehabilitation project, and the replacement of the generator on 4300 West. The Storm Sewer and Solid Waste Utility Fund, she explained, had decreased from FY 2020 despite these budgets being funded by fees from users: Staff had been conservative in the budget. Capital Equipment in the Storm Utility Fund, she continued, would be \$95,000 with no capital proposal for the solid waste utility funds.

Ms. Cook explained that the Internal Service Fund serviced the internal needs of City employees. She explained that it had decreased compared to FY 2020 which allowed for less money to be transferred from the general fund. The IT budget, she continued, included the Police laptop rotation, additional AC units for the servers in Public Works, as well as backup storage and security. She continued that with the earthquake earlier in the year, the importance of backup storage had become evident. The Special Revenue Funds, she added, were being funded by impact fees which were generated by building permits. The Storm and Sewer Development Fund was the same budget as FY 2020. She added that the funds would be used for the 4800 South storm drain project. She went on stating that the Park Development Budget was to be used through a grant from Weber County and would be distributed as followed:

\$25,000 of that grant would be used at West Park for the trail, \$1,800 for the Emma Russell fence topper, \$24,000 for security cameras at multiple locations, \$25,000 for demolition at Roy West Park, and \$60,000 for park amenities at multiple locations.

Ms. Cook explained that the cemetery perpetual fund was being used to account for monies held to expand and maintain the current cemetery. The City, she continued, retained 20% for the sale of each lot for future use and all the plots in the current cemetery had been sold. The City, she went on, was currently looking into options to add an additional cemetery in the future.

Ms. Cook concluded that this was the budget being presented and mentioned that a lot of thought had been put into it. She stated that this budget was meant to move towards a healthy FY 2021.

Mayor Dandoy opened the floor for the Council's comments.

Councilmember Saxton asked whether sales tax revenues should come in higher than what had been projected in the budget. He further asked whether Roy Days could be turned into a day long celebration. Mr. Andrews explained that if the City got more funds than anticipated, it could allocate them to a project like Roy Days. He added that the issue with Roy Days was the mass gathering it required. He added that the planning stages were upon them.

Mayor Dandoy pointed that the City was waiting for guidance from the Weber County Health Department. He continued that as things evolved and money was available, there could be some opportunities. He pointed that there might be time during the Halloween period to create a celebration.

Councilmember Paul asked about the replacement of water meters. Ross Oliver answered that out of 10,000 meters, 7,000 were close to being installed and that all could be installed by January.

Councilmember Wilson explained that she was disappointed to see the DARE program disappear as she knew her grandchildren loved this program. She asked whether the program would be back in FY 2022. Mr. Andrews explained that the program would be replaced by one called NOVO, which was the program the rest of the School district would do. He pointed that DARE had become cost ineffective as the cost kept increasing to recertify officers. Councilmember Jackson commented that this was standard with what other schools were doing.

Councilmember Jackson explained that the departments had been good at suspending the increase in funding until January. She added that one of the reasons the City was able to keep its employee was the stability of working for government. She added it was important to note that employees had been wonderful staying out to work.

Mayor Dandoy stated he would like to receive a copy of Ms. Cook's presentation. He continued that there would be a hard copy budget document that all councilmembers needed to review. Mr. Andrews explained that the hard copies should be printed and shared soon and added that he would email the information and put the tentative budget on the City's website.

Councilmember Wilson asked whether the Aquatic Center was scheduled to stay closed. Mayor Dandoy explained that the Council would need to make that decision based on the experts' guidance. He explained that to keep the Center compliant with health guidelines, only six people would be allowed in the Center. Councilmember Wilson stated that she did not wish to go against health recommendations. Mayor Dandoy stated that the Council would soon have a hard copy of the budget. He continued that the budget would be discussed and workshopped on June 2, 2020, during a Council meeting. He continued that the budget would then need to be approved during the next Council meeting in June. Councilmembers agreed.

Councilmember Paul thanked Staff for their work and Departments for the sacrifices they had made. Mayor Dandoy added that as the data changed, Mr. Andrews would need to revisit the budget and make modifications: adjustments would likely be presented later during the calendar year. He asked for the Council's input as to where the budget was at now.

Mr. Andrews thanked the Staff and added that it had been a difficult year. He explained that numbers had been pushed back as far as possible to get an accurate budget. Mayor Dandoy stated that during June, a balanced budget would be approved.

Mr. Parr presented some information. He introduced the Business Advisory Board and explained that the Board's mission was to help the City be more business friendly and attract more businesses into the City. He pointed that the Board aimed to remove roadblocks preventing businesses from moving into the City and added that he had opened businesses in multiple cities and states. He thanked the five new members for joining. He explained that the goal was to adjust the basic city code and bring ideas to the Council. He added that the Board had examined the City's website to ensure it was user friendly and commented that some changes needed to be made. He continued that he would provide ideas on how to promote the existing businesses in the City.

Mr. Parr discussed the Shop Roy Local page which was meant to help local businesses encourage shopping in town as opposed to out of town. He added that free advertisement was given through the FB page, though COVID-19 had stalled these efforts. He pointed that shortly after opening the Facebook page, 400 people had joined which gave the City the ability to advertise for free. He pointed to the Roy magazine spread highlighting a different business each month and added that there also were the "Shop Roy Local" stickers that businesses could be placed in store windows, indicating that businesses were members of the group. He went on stating that that there was a plan to place banners downtown, particularly across 1900 West.

Mr. Parr explained that the last 60 days, he had looked at the City's website. He discussed the Layton website, which, he commented, was a good example to follow. He explained that information about zoning and licenses was difficult to locate on Roy's website. The last few months, he explained, had shown that information had to be available remotely. He continued that there was no online business application. He showed some examples of online applications and payment pages. Such tools, he added, would reduce the need for in-person visits. Fire Department permits, he continued, could also be done online.

Mr. Parr explained that when it came to codes, the issue was more complex. Trying to rewrite codes, he continued, was challenging. Mayor Dandoy suggested that the group focus on ideas and explained that a lot of codes were out of date. Mr. Parr added that he would like to see changes made based on neighboring cities such as Riverdale, which had been successful. He added that the group was open to feedback from the Council and the Mayor as direction was needed.

Mayor Dandoy asked if there were any questions about the BAB. Councilmember Saxton commented that the board had done great work. He added that looking at the current budget, all could see how important sales tax revenue was to any and all residents. He continued that this group was important and added that he was excited to be their liaisons with new members. He added looking forward to the banner campaign. He concluded that the BAB could really help the City and assist in keeping dollars inside the community and bringing businesses that complement existing businesses.

Councilmember Paul explained that he appreciated the efforts of the BAB. He added he was grateful for efforts to build the community.

Councilmember Jackson thanked Mr. Parr for his presentation and the energy he brought to the City.

H. Discussion Items

1. Recreation and Summer Events pertaining to COVID-19

Mr. Andrews explained that the department hurt the most was the recreation department. He chose to go through line items on the topic. He explained that Roy Days and movies in the park would be postponed until the next physical year due to the danger of mass gatherings during the recovery phase. He continued that there would be a lack of PPE

for attendees as well as a lack of sponsors to help with the cost of the festivities. He continued with the issue of the Aquatic Center, which would not open this calendar year. He explained that the number of people allowed inside would not make it cost efficient. He continued that there also could not be any lifeguard training and that opening the Aquatic Center would create a deficit. The Complex, he continued, would not reopen until September 1, 2020 as long as PPE was available. He continued that all outside reservations for sporting fields should be closed to increase safety and added that there should be no contact team sports scheduled by the City, therefore organized leagues should not be allowed. He went on that it would be safer to keep the Splash Pad closed because of the small number of people that would be allowed at one time as well as the kind of bathroom cleaning that would be required. Furthermore, he continued, in the interest of safety, playgrounds would remain closed. In July, these topics could be re-addressed. The dog park would be open, he continued, as would be the Meadow Creek pond. Mr. Andrews recommended opening the different courts such as pickle ball and tennis along with the Skate Park. Any issue, he clarified, would force the City to close them again which required time and funds.

Councilmember Paul stated he appreciated the work done and asked that the information needed to be posted on the City's website and Facebook page. Mr. Andrews stated that now that he had the Council's input, it would be done. Councilmember Jackson clarified which courts would be open. Mr. Andrews added that there would be signs recommending no contact sports, no scrimmage, and no doubles. Mr. Andrews explained that the golf course was open but that it was modifying the amount of people allowed. It was then stated that increased signage would be placed recommending the Health Department's guidelines. He added that at the proper point in time, if people did not abide by the guidelines, the facilities would be closed.

Mayor Dandoy asked whether the Council supported the recommendations. The Council stated they were in support. Councilmember Saxton stated that the proposed changes needed to be put forth. He asked whether the activity center in the municipal park would be closed to the public. Mr. Andrews explained that it would fall under the category of playgrounds and would be opened until the Health Department deemed playgrounds safe.

Councilmember Jackson asked if Fall co-ed ball games could be scheduled when things got better. Mr. Andrews explained that there were many talented people trying to maintain activities and that once they became safe, they could be scheduled.

2. Class of 2020 Roy High Seniors

Mr. Andrews explained that there had been discussions of placing a banner across 1900 West. He continued that such a banner was challenging because of the permitted uses allowed by UDOT. He added that the banner had been ordered and would be placed across the Fire Station. More signs of the kind used for campaigns, he continued, would be placed in participation with the High School. He explained that this was a sensitive time for the graduating class.

Councilmember Wilson explained that six 4x8 banners had been ordered and that they would be placed on fences with other 4x6 which would be placed around the main roads in Roy. She continued that the banners would be up in the next few days after this meeting.

It was noted that some signs were already up on 3500 West 5600 South. The other ones, he continued, would be installed quickly. He explained that the City and the High School had always had a great relationship.

Councilmember Burrell explained that Matt Williams had expressed great appreciation for the support the City had given to the school.

Councilmember Saxton stated that he had shared an idea with Staff to have a graduation ceremony in the Roy High Stadium with the seniors circling the track in cars while names are announced and teachers were posted along the track. Councilmember Wilson stated this idea was not currently supported by the School because of recommendations from the Health Department. She explained that many options had been explored, but none were supported by the Health Department. She added that the celebration might come at a later time. She added that many people were anxious to celebrate the seniors, but that safety came first.

Mayor Dandoy explained that it would be easy for the City Council to pass a resolution recognizing the contribution of the students and make it by name. Councilmember Jackson stated this was a beautiful idea that she wholeheartedly supported. Councilmember Paul mentioned that an add could be placed in the Roy Connection Magazine with all the students' names. FERPA was mentioned as potentially preventing this publication. Mayor Dandoy stated that these options would be explored, and the Staff could make recommendations during the next Council meeting.

I. City Manager's Report

- Mr. Andrews stated that a resolution concerning engine brakes had been tabled during the last Council meeting. He added that he had consulted the State where he was told the State did not allow ordinances specifically for muffled brakes.
- Mr. Andrews explained that the food drive had been successful with 2 truckloads full. He thanked all those who participated.
- Mr. Andrews explained that there had been efforts to emphasize Shop Local. He continued that the Recreation Department was working on offering virtual services. Because of the current health concerns, he continued, online efforts would be required.
- Mr. Andrews explained that every year during this time, the cemetery went to its regular hours and began caring for the grass. He added that the following Thursday, maintenance would begin mowing. Flowers, he continued, would be picked up and dropped at the Public Works Department.
- Mr. Andrews explained that at this time of year, residents poured concrete in their driveway. He explained that there was a no fee permit issued by the City to make the sure the pouring was done correctly as the curb was City property. He explained that this was one of the changes that had been done to City ordinances. Mayor Dandoy stated that this was an important piece of information. He explained that if residents wanted changes to the ordinance, there would be a fee and the Council would consider it. Otherwise, the issue could be looked at without a cost.

J. Mayor & Council Report

Councilmember Jackson asked whether the dumps would be opening in the near future. Mr. Andrews explained that he planned on having the dumps open in the Fall. He explained that there was a lot of human interaction involved as well as a cost for the City. He added that the budget showed an increase in solid waste and the City would absorb the cost of the increase. He stated that it was important to keep employees healthy and to keep infrastructure working and added that reopening the dumps might jeopardize employee health.

Councilmember Jackson asked whether local restaurants could be placed in the magazine despite not being able to afford the cost of the advertisement. Mr. Andrews explained that he was hoping to do just that with the BAB via email and Facebook. He continued that a magazine highlight could be created with a different, randomly picked business each month. Councilmember Saxton stated the highlight could be done with a new and an old business with photos. Councilmember Jackson explained that it would be beneficial for businesses to reach out and express their interest in being featured.

Councilmember Wilson explained that she had listened to the Planning Commission meeting and wished to commend the Commission for their strong commitment. She added that there had been a lot of individuals interested in Form Based Code and was wondering if there was an update on the status of the situation. Councilmember Wilson continued that, during the last meeting, several citizens had noted that there was a lack of free-flowing information between Council members. She asked if there was a process that could be created to make sure information was shared. Mayor Dandoy explained that each Council member was associated with important committees. He explained that a lot of issues took place within these assignments, and they might not always be discussed. He

explained that once a quarter, members could spend time discussing the details of their particular assignment. He explained that a notification would be provided to give members time to prepare their presentations. He clarified that questions could be asked anytime but added that providing information might facilitate asking these questions. Councilmember Burrell explained that it would be important to be prepared prior to votes, not in the moment. Mayor Dandoy explained that sometimes information was too sensitive to be discussed in the moment. He gave the example of the cemetery which would not allow for details to be provided but could be inquired about by the Council: not everything could be made public.

Councilmember Jackson asked whether there was a channel for elderly residents to ask for help with yard work or other tasks. Staff explained that they had met with the leadership of the Senior Center. There were fears when it came to opening the Center, he added, though lunches were provided at the drive through. Mayor Dandoy explained that the senior center was working with the Health Department in an attempt to be compliant while opening activities. Councilmember Jackson explained that she was thinking about publishing a number for seniors to call for help. Mayor Dandoy explained that there were many types of help but that the idea of helping senior with day to day tasks could be discussed. He explained that agencies and churches might also be candidates to offer help. Councilmember Jackson explained that the Council needed to make sure they did not overstep their bounds. Mayor Dandoy suggested exploring some ideas and finding sources to place in the magazine. Morgan Langholf stated that the June magazine was already planned out. It was then noted that the Police had a resource called 211 which provided a full list of all the resources in the community.

Councilmember Paul explained that the idea to create a punch card to take around the different local businesses was being explored. He added there could be a raffle associated to it. He expressed seeking input from other Councilmembers. Councilmember Burrell explained such a punch card would show support

Mayor Dandoy reminded those in attendance that UDOT would provide its study during an upcoming Council meeting. He continued that UDOT had already reached out to affected individuals such as businesses on 5600. He explained that everything would be made public during the next Council meeting, which would also be held as a teleconference. He added that there was a 2020 EZ grant application: the commissioners were voting that same day and the City would therefore have an answer soon.

Mayor Dandoy explained that the YCC had requested help from the City. Their Family Crisis Center in Ogden, he added, needed donations, and continued that the question would need to be explored during the budget cycle.

Mayor Dandoy explained that the local transportation fund 2020 application cycle had been suspended. He explained that some of these funds came from gas taxes and since there had been a decrease in gas consumption, revenue was down.

Mayor Dandoy explained that the Form Based Code document was a good one. He explained that Councilmembers Paul and Saxton had been asked to work with Steve Parkinson over the next 30 to 60 days to formulate a new draft document. He mentioned that the language had to be understandable to the lay person. Moreover, he continued, FBC needed to tap into existing ordinances to satisfy the need of what the document was supposed to accomplish. He continued that attention would be shifted to the budget but continued that the FBC document was also important and that any idea and comment should be addressed to Councilmembers Paul and Saxton. Councilmember Burrell noted that while the Council worked on the document, information still needed to be collected from the public.

Mayor Dandoy explained that he appreciated the flashing lights installed on 4800 South. He commented that residents had provided positive feedback. He added that all the main streets going South were covered with the exception of 4000 South. Councilmember Jackson asked if the left turn on 4800 was still scheduled to be cut off. It was clarified that this would be done in August. Mayor Dandoy stated that he would like the engineer's drawings to be shared.

Mayor Dandoy stated he had received positive feedback regarding the speed hump on 5700 South and added that it had made a difference.

Councilmember Saxton stated that there had been lots of positive comments regarding the flashing lights. He added that the person who lived directly West of the new Intermountain Roy Clinic had expressed happiness with Roy City. He continued that there had been questions about how the property would be landscaped and added that some work had been done by Intermountain to meet this goal.

K. Adjournment

Councilmember Jackson moved to adjourn the meeting. Councilmember Burrell seconded the motion. All Councilmember voted “Aye.” The meeting was adjourned at 7:24 PM.

Robert Dandoy, Mayor

Attest:

Morgan Langholf, City Recorder

RESOLUTION NO. 20-13
A Resolution of the Roy City Council Approving Enterprise Fund Transfers

Whereas, the City Council has received information regarding transfers of monies between the various Funds of the City, and

Whereas, the intent of the transfers is to allocate personnel and maintenance costs to the Funds that benefit from the services; and

Whereas, the City Council wants to keeps costs in the Enterprise Funds down by sharing personnel and maintenance costs with other Funds; and

Whereas, the City Council finds it is in the best interest of the citizens of Roy to make the transfers,

Now, therefore, be it resolved by the Roy City Council that transfers between Funds of the City be made as follows:

Transferred to:	Transfer from:		
	Water and Sewer Utility	Storm Water Utility	Solid Waste Utility
General Fund	\$739,079	\$127,958	\$223,273
Information Technology Fund	114,951	0	12,772
Risk Management Fund	67,747	0	4,839
Water & Sewer Utility	0	5,795	16,392
Storm Water Utility	0	0	2,566
Total	\$921,777	\$133,753	\$259,842

Passed this 16th day of June, 2020.

Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

City Council Members Voting “Aye”

City Council Members Voting “Nay”

RESOLUTION NO. 20-14
A Resolution of the Roy City Council
Approving Adjustments to the Fiscal Year 2020 Budget

Whereas, the City Council has received information regarding recommended modifications and adjustments to the budget, and

Whereas, the budgets for the General, Capital Projects, Storm Water Development, and Park Development funds require adjustment due to additional revenue sources and increased expenditures; and

Whereas, the City Council finds it is in the best interest of the citizens of Roy to make the adjustments,

Now, therefore, be it resolved by the Roy City Council that the City budget be adjusted as follows:

Fund	Previously Approved Budget	Increase (Decrease)	Adjusted Budget
General Fund	\$17,551,553	\$1,607,258	\$19,158,811
Class C Road Fund	1,566,918	0	1,566,918
Transportation Infrastructure Fund	400,000	0	400,000
Capital Projects Fund	703,152	1,524,934	2,228,086
Water & Sewer Utility	10,517,603	0	10,517,603
Storm Water Utility	1,101,850	0	1,101,850
Solid Waste Utility	2,461,619	0	2,461,619
Storm Water Development	146,000	57,000	203,000
Park Development Fund	332,409	70,200	402,609
Cemetery Perpetual Fund	0	0	0
Total	\$34,781,104	\$3,259,392	\$38,040,496
Internal Service Funds:			
Information Technology	\$761,144	\$ 0	761,144
Risk Management	321,252	0	321,252
Total	\$1,082,396	\$ 0	\$1,082,396

Passed this 16th day of June, 2020.

Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

City Council Members Voting “Aye”

City Council Members Voting “Nay”

Ordinance No. 20-7

AN ORDINANCE OF ROY CITY, UTAH, ADOPTING THE BUDGET FOR ROY CITY FOR THE FISCAL YEAR FROM JULY 1, 2020 TO JUNE 30, 2021; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND DEPOSIT WITH THE CITY RECORDER.

WHEREAS, on the 5th day of May, 2020, pursuant to the Uniform Fiscal Procedures Act for Utah Cities, Utah Code Annotated Section 10-6-101, et seq., as amended, the City Manager submitted to the Council of Roy City the proposed or tentative Operating Budget; Capital Improvements Budget; Enterprise Funds Budget; Internal Service Funds Budget; Personnel Position and Compensation Schedules and Plans; and his budget message, all for the fiscal year of July 1, 2020 to June 30, 2021, as required by Statute; and

WHEREAS, the city has received a certified tax rate of .001959 from the Weber County Auditor and will estimate tax revenue for Fiscal Year 2020-2021 at that rate; and

WHEREAS, the proposed or tentative budget and all supporting schedules were reviewed, considered and tentatively adopted by the Council, and the public hearing thereon was established to be held during the regularly scheduled City Council meeting at 5:30 p.m. on June 16, 2020. Those proposed budgets have been available for public inspection for at least 10 days prior to the public hearing to adopt a final budget; and

WHEREAS, on the 16th day of June, 2020, after publication of notice at least seven days prior thereto, the Council held a Public Hearing to Consider adoption of the tentative budget as the final budget for the fiscal year 2020-2021; and

NOW, THEREFORE, the Council of Roy City hereby ordains:

SECTION 1. The budget consisting of the Operating Budget, Capital Improvements Budget, Enterprise Funds Budget, Internal Service Funds Budget and the personnel position and compensation plans and schedules authorizing the number of full-time employment positions for each department and approving the modifications to the job descriptions for Justice Court Cashier, Justice Court Clerk, and Police Project Coordinator/Office Manager as provided and attached hereto and incorporated by reference, is hereby adopted and made the official budget of Roy City for the Fiscal Year of July 1, 2020, through June 30, 2021.

SECTION 2. The Roy City Council adopts as part of the final Budget the certified tax rate of 0.001959 as provided by the Weber County Auditor.

SECTION 3. A copy of the Budget as adopted be attached hereto, and that the budget and ordinance be certified and filed with the State Auditor, and the required certification of the tax rate along with a copy of this ordinance and budget be filed with the County Auditor in accordance with the applicable provisions of state law.

SECTION 4. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, part and provisions of this Ordinance shall be severable.

SECTION 5. This Ordinance shall take effect immediately upon its adoption and deposit with the City Recorder, who shall forthwith certify a copy thereof to the Director of Management Services.

PASSED, ADOPTED AND ORDERED POSTED by the Council of Roy City this _____ day of June, 2020

Robert Dandoy
Mayor

Attested and Recorded:

Morgan Langholf
City Recorder

This Ordinance has been approved by the following vote of the Roy City Council:

Councilmember Paul _____

Councilmember Saxton _____

Councilmember Wilson _____

Councilmember Burrell _____

Councilmember Jackson _____

REQUEST FOR COUNCIL ACTION



DATE: June 11, 2020
TO: Mayor and City Council
FROM: Camille Cook
RE: Adjustments to the FY2020 Budget

Ordinance ☐ **Resolution** ☒ **Motion** ☐ **Information** ☐

Executive Summary

The following items have been requested for adjustment in the FY2020 budget.

General Fund –

Revenue:

- Increase Delinquent Prior Year Tax Revenue by \$30,000 based on the actual amounts received.
- Increase Building Permit Revenue by \$385,000 to recognize revenue received for permits related to the MIDA project.
- Increase Plan Check Fees by \$220,000 to recognize revenue received for plan checks related to the MIDA project.
- Increase Police Miscellaneous Grants by \$10,500 to recognize the Police Asset Forfeiture and JAG Grant awards.
- Increase Sale of Fixed Assets by \$100,000 for revenue expected from the sale of surplus property recently approved by the City Council.
- Increase Miscellaneous Revenue by \$18,830 to recognize revenue received related to the CARES Act for ambulance transports.
- Increase Private Contributions & Donations by \$34,978 to recognize the prior year donations, sponsorships, and contributions received related to August 2019 Roy Days.
- Increase Roy Days Event Fees by \$7,950 to recognize the event fees received at the August 2019 Roy Days.
- Increase the budgeted use of fund balance reserves by \$800,000 due to the COVID-19 pandemic impact on sales tax revenue. The amount of fund balance used will be based on actual revenue received by the City and will not exceed the budgeted amount. This budgeted amount may be used to offset projected reductions in anticipated sales tax revenues and to transfer funds to the capital projects fund to allocate for capital projects in FY 2021.

Expenditures:

- Increase the Beer Tax Expenditures account by \$10,166 to purchase car cameras for the Police Department.
- Increase the Police Miscellaneous Grant Account by \$10,500 to account for State Asset Forfeiture and JAG Grant expenditures based on grant awards received.
- Increase the Fire Department Budget by \$18,830 for ambulance transport expenses related to COVID-19 pandemic.
- Increase the transfer to Capital Projects budget by \$1,524,934 based on increased one-time revenues related to the MIDA project, sale of surplus property, and sales tax revenues. This amount also includes \$300,000 for police vehicles budgeted in FY 2020 that have not been available to purchase due to longer production times by dealerships. The actual amount of the transfer to Capital Projects will be based on final revenues received by the City related to FY 2020.
- Increase the Roy Days personnel budgets by \$10,253 to account for personnel costs related to the 2019 Roy Days and offset by the additional revenue received.
- Increase the Roy Days Venue Set-up budget by \$14,800 to account for expenses related to 2019 Roy Days venue and offset by donations, contributions, and sponsorship revenue received.
- Increase the Roy Days Celebration budget by \$17,775 to account for expenses related to 2019 Roy Days celebration and offset by donations, contributions, and sponsorship revenue received. This amount also includes the Miss Roy Scholarship awards.

Capital Projects Fund –

Revenues:

- Increase the transfer from the General Fund by \$1,524,934. This transfer is based on amounts available for capital projects in the General Fund.

Expenditures:

- Increase the fund balance reserves by \$1,524,934. This amount includes funding for police vehicles that were expected to be purchased in FY 2020, but had unforeseen delays due to increased production time. This also includes funding for future capital projects to be determined and allocated in the future.

Storm Sewer Development Fund –

Revenues:

- Increase the Storm Sewer Development Fees account by \$57,000 to recognize impact fees collected.

Expenditures:

- Increase the contribution to fund balance reserves by \$57,000 to allocate to Storm Sewer Development capital projects in the future.

Park Development Fund –

Revenues:

- Increase the Park Development Fees account by \$70,200 to recognize impact fees collected.

Expenditures:

- Increase the contribution to fund balance reserves by \$70,200 to allocate to Park Development capital projects in the future.

Recommendation

We recommend that the City Council approve the adjustments as shown above. Resolution No. 20-14 has been prepared for your consideration.

Fiscal Impact

The impact to the General Fund, overall, is an increase to revenues and expenditures of \$1,604,758. Recognition of building permits, plan check fees, grant awards, donations, and revenue from fund balance is necessary to balance the expenditures.

For the Capital Projects Fund, revenue increases by \$1,524,934. A contribution to fund balance reserves is proposed to be allocated to capital projects and purchases in the future.

For the Storm Sewer Development Fund, impact fees collected increased by \$57,000. A contribution to fund balance reserves is proposed to be allocated to future capital projects.

For the Park Development Fund, impact fees collected increased by \$70,200. A contribution to fund balance reserves is proposed to be allocated to future capital projects.

Resolution No. 20-15
A Resolution of the Roy City Council Amending the Roy City Personnel Policy and Procedures Manual

WHEREAS, the Roy City Council has determined that in order to have a more effective organization that it is in the best interest of the city to update and amend the personnel policy.

NOW THEREFORE BE IT RESOLVED that the Personnel Policy and Procedures Manual be amended with the following additions, deletions or amendments:

Adding Section 1215 * TELEWORKING as follows:

Teleworking allows employees to work from home for safety and production reasons. Telecommuting is a cooperative and mutually beneficial arrangement between an employee and the employee's department. Eligibility for telecommuting is based on a department's assessment of an employee's position, commitment, length of service, work habits, and health and safety concerns. Employees with independent, knowledge-based jobs who don't need to be on site, and whose work habits demonstrate reliability and self-motivation will be considered for telecommuting. Based on their position, employees who have passed their initial probationary period may request a teleworking arrangement.

Telecommuting agreements can be on a regular and recurring, or an occasional basis. Regular and recurring means an employee works away from the regular worksite on an established day or days, and on a recurring schedule. Telecommuting does not change the duties, obligations, responsibilities, or terms and conditions of City employment. Telecommuting employees must comply with all City rules, policies, practices, and instructions. The City holds the right to withdraw the approval to work remotely at any time.

The Telecommuting Policy and Program is intended to be cost neutral. The City is not required to provide telecommuting employees with materials or supplies needed to establish an alternate worksite (desk, chair, computer, software, cell phone, fax, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.). Departments have the sole discretion to provide equipment, software, or supplies, or allow employees to use their personal equipment while telecommuting. Departments providing equipment, software, or other supplies to telecommuting employees must reasonably allocate those resources based on operational and workload needs. Departments may agree to reimburse costs and should address this clearly in the telecommuting agreement. All City rules regarding the use of computers and the internet apply while an employee is telecommuting, regardless of whether the employee is using City-provided or personal equipment.

Equipment and files should only be accessible to the employee and safeguarded from access by other members of the household and visitors. The employee agrees that management will have access at a reasonable time frame, to equipment and any paper records kept at an employee's home.

All files, records, papers, or other materials created while telecommuting are City property.

Telecommuting employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require employees to work in private locations when handling confidential or sensitive material. Departments may prohibit employees from printing confidential information in telecommuting locations to avoid breaches of confidentiality. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to City networks or databases to anyone who is not authorized to have access.

A telecommuting employee must protect City equipment, software, and supplies from possible theft, loss, and damage. The telecommuting employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws, negligence or intentional conduct in the event of theft, loss, or damage.

Employees working remotely must:

1. Receive a written approval from their supervisor, department director, and the City Manager; and
2. Maintain high-speed connectivity to the internet to complete their normal workflows; and
3. Have immediate access to a telephone for direct communication.

Amending Section 1501 * EMPLOYEE CONDUCT - GENERAL to establish a fraud and ethics hotline as follows:

Section 1501 * EMPLOYEE CONDUCT - GENERAL

All City employees are expected to conduct themselves in such a manner as to bring credit to themselves and to the City. To this end, they are expected to be courteous and cooperative at all times to citizens, their fellow employees, their supervisors, and others who may for any reason, contact the City. Employees are expected to conduct themselves in a professional and competent manner appropriate to their position. They are expected to strive for cleanliness and neatness at all times in personal appearance and at their work station, appropriate with their position and job duties.

City employees are expected to be honest in word and conduct at all times during which the City may be affected. As a result, employees are expected to never use their position in any way to privately benefit themselves or another party, either through the disclosure of confidential information, the award of work, procurement of supplies, or the unauthorized use of City facilities, property or resources. Failure to comply with these standards of conduct may result in disciplinary action, up to and including termination.

Employees of the City are expected to be committed to the highest ethical standards. Any employee who witnesses, observes, or suspects any instances of fraud, waste, abuse, or misuse should report that immediately to their supervisor, a department

director, the city attorney, city manager, the Mayor, or the fraud and ethics hotline. The fraud and ethics hotline provides employees with a confidential mechanism to report suspected fraud, waste, misuse of City resources or abuse of position. The fraud and ethics hotline telephone number is (801) 774-1043. This is the same phone number as the Human Resources office. HR will treat all reports seriously and confidentially. Reports will be investigated further and may be referred to a more appropriate position for further investigation, review, or response. Any person investigating or reviewing allegations will also maintain the confidentiality of all complaints. The fraud and ethics hotline is not a substitute for employment-related grievances or appeals, as existing City policy and procedures provide channels for resolution of these issues.

Amending Section 1504 * USE OF CITY SUPPLIES, EQUIPMENT, PROPERTY OR PERSONNEL to add approval of all official social media posts as follows:

1504 * USE OF CITY SUPPLIES, EQUIPMENT, PROPERTY OR PERSONNEL
Internet/Social Media Use:

1. General Policy: The internet is comprised of thousands of interconnected networks, which provide digital pathways to millions of information sites. The internet provides for file transfer, remote login, electronic mail, news and other services. Roy City employees are encouraged to use the internet to its fullest potential to further the City's mission, to provide services of the highest quality, to accomplish job responsibilities more effectively, to discover new ways to enhance service, to promote staff development, and to develop skills and knowledge. While the City recognizes that these services are an effective means for making City departments more efficient, accessible, and responsive to the public's needs, their availability is open to abuse. Accordingly, the purpose of this policy is to give employees guidance for the appropriate use of the internet. All official city social media posts must be approved by the City Manager or the City Attorneys prior to posting.

Amending the following subsections of Section 1507 * DRUG FREE WORKPLACE as follows:

Section 1507 * DRUG FREE WORKPLACE
Use of Prescribed Drugs on City Premises

Prescribed drugs brought on City premises may only be used by the person for whom they are prescribed so long as the use of these drugs does not impede the employee's ability to work or affect the safety of the work environment. Any employee who chooses or is medically required to ingest prescribed medications which impede their ability to perform or affect the safety of the work environment shall immediately notify their immediate supervisor of that fact and the time period over which said medications will be taken. Medications used as prescribed which do not impede the employee's job performance or constitute a safety concern, shall not be considered a violation of this policy. The use of cannabis as prescribed in accordance with the Utah Medical Cannabis Act which does not

impede the employee's job performance, constitute a safety concern, jeopardize federal funding, violate federal security clearance, or any other federal background determination required for the employee's position, shall not be considered a violation of this policy.

Drug and Alcohol Testing

In order to achieve a drug-free work place, employees shall be required to participate in tests for alcohol and/or illegal/illicit drugs under the circumstances outlined below. Any employee who refuses or fails to be tested when so required will be subject to the full range of disciplinary action up to and including termination. All testing of employees for illegal/illicit drug shall be done using the split sample method and all analysis shall be performed by a certified ARUP/NIDA/SAMSHA certified laboratory. The City shall arrange alcohol and/or drug testing in the following circumstances:

1. Reasonable Suspicion - Testing that occurs when a supervisor observes behavior or appearance that is characteristic of the use or abuse of alcohol, illegal/illicit drugs, and/or prescription drugs. The City reserves the right to require an employee to submit to a fitness for duty examination with a city-referred physician or substance abuse professional when there is reasonable suspicion that the employee is working under the influence of alcohol and/or drugs. Such examinations shall be conducted on City time and at City expense. Reasonable suspicion shall be based on specific objective facts and reasonable inferences, and shall be documented by the supervisor prior to testing and, whenever practical, the supervisor should seek the observations of at least one additional employee, preferably a supervisor. Factors which may constitute reasonable suspicion include, but are not limited to, slurred speech, red eyes, dilated pupils, incoherence, unsteadiness of feet, smell of alcohol, marijuana, or other controlled substance emanating from the employee's person, inability to carry on rational conversations, increased carelessness, erratic behavior, inability to perform on the job, or other unexplained behavioral changes. The Supervisor's Reasonable Suspicion and Post Accident Check Sheet (see Forms) should be used for documentation. Supervisors have a duty to act when they have reasonable suspicion that an employee has a drug or alcohol problem. Supervisors will coordinate reasonable suspicion testing with the City's Designated Agent, who will review the matter with the City Manager or City Attorney prior to testing.
2. Post-Accident – Drug and alcohol testing is required when an employee is involved in a preventable work related and reportable vehicle accident (which is defined in Section 41-6a-402 of the Utah Code, as an accident with property damage to an apparent extent of \$2,500.00 or more), a vehicle accident resulting in injuries or a vehicle accident which could possibly result in liability for the City. If the employee's department director or the director's designee determines that the accident is clearly non-preventable, then testing will not be required. Otherwise, testing shall be required of the driver and shall occur as soon as possible. The

employee's supervisor shall notify the City Designated Agent as soon as possible after the accident to arrange for testing. If alcohol use is suspected, alcohol testing should be done within two (2) hours, but in no case after eight (8) hours. Drug testing should be done within 32 hours following the accident and in no case after 32 hours. If an employee leaves the scene of an accident before the required test is administered, or fails to remain readily available for testing, it may be deemed by the City that the employee has refused to submit for testing. Nothing in this policy shall be construed to require the delay of necessary medical attention for injury following an accident or to prohibit a driver from leaving the scene of an accident for the time necessary to obtain assistance in responding to an accident, or to obtain necessary medical care.

For accidents involving the holder of a CDL license, FMCSA requires the driver to be tested for alcohol and controlled substance abuse, as soon as possible, if the accident resulted in a fatality or the driver received a citation for a moving traffic violation arising from the accident. FMCSA has set forth the following timetable for action:

Time Elapsed	Action to Take
2 Hours	If a driver has not submitted to an alcohol test at this time, the City should prepare and maintain on file a record stating the reason a test was not promptly administered.
8 Hours	Cease attempts to administer alcohol test. Prepare and maintain the record described above.
32 Hours	If the driver has not submitted to a controlled substance test at this time, the City shall cease attempts to administer the test and prepare and maintain the record described above.

3. Random - Required for:
 - a. Commercial Driver's License (CDL) holders. (See "Commercial Driver's License Holders" section below.)
 - b. Employees in safety sensitive positions. (See "Safety Sensitive Positions" section below.)
4. Pre-Promotion/Transfer - Prior to being promoted or transferred, employees must pass an alcohol and/or illegal/illicit drug test. Part-time employees being hired into full-time positions are subject to testing as defined in pre-employment above.

5. Return-to-Duty and Follow-up - Testing conducted:
- a. When an employee returns to duty following voluntary drug and/or alcohol rehabilitation. (See "Voluntary Rehabilitation".)
 - b. Following other medical leave of absence.

Once notified of selection for testing, an employee must proceed to a collection site to accomplish the appropriate specimen collection. (See "Collection Procedures" below.) Employees who test positive shall be immediately suspended with pay until a pre-disciplinary hearing is held, and where found in violation of this policy, may have their employment with the City terminated. An employee who is denied promotion/transfer or is disciplined as a result of a confirmed positive test result may appeal the action in accordance with Appeals/Grievance Procedures Policy #1802.

Passed this 16th day of June, 2020.

Robert Dandoy, Mayor

Attested and Recorded:

Morgan Langholf, City Recorder

City Council Members Voting "Aye"

City Council Members Voting "Nay"

Resolution No. 20-17

**A RESOLUTION OF THE ROY CITY COUNCIL AUTHORIZING THE
ACCEPTANCE OF A SPECIAL WARRANTY DEED FROM THE ROY
CITY REDEVELOPMENT AGENCY FOR A PARCEL OF REAL
PROPERTY**

WHEREAS the Roy City Redevelopment Agency (the “Agency”) by RDA Resolution No. 20-1, authorized and approved the transfer of a certain parcel of real property by Special Warranty Deed, to Roy City Corporation, which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Roy City Council has determined that it is in the best interests of Roy City to accept the Special Warranty Deed from the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF ROY CITY:

- 1.** That the Special Warranty Deed attached hereto as **Exhibit A** is hereby accepted by the Roy City Council and that the Mayor is authorized to execute this Resolution direct that the Resolution and Deed be recorded at the Weber County Recorder’s Office.
- 2.** This resolution takes effect immediately upon adoption.

APPROVED AND ADOPTED on June 16, 2020.

Mayor

Attest:

City Recorder

Exhibit A
Form of Agreement

RESOLUTION 20-18

A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR FIRE PROTECTION SERVICES WITH HILL AIR FORCE BASE

WHEREAS, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with each other public agencies; and

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local public agencies to provide and receive services from neighboring agencies which is a necessary and needed service to the City and surrounding communities; and

WHEREAS, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between Hill Air Force Base and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 16th day of June, 2020.

Robert Dandoy
Mayor

Attest:

City Recorder

Voting:

	Aye	Nay	Absent	Excused
Councilmember Jan Burrell	_____	_____	_____	_____
Councilmember Joe Paul	_____	_____	_____	_____
Councilmember Bryon Saxton	_____	_____	_____	_____
Councilmember Diane Wilson	_____	_____	_____	_____
Councilmember Ann Jackson	_____	_____	_____	_____

AGREEMENT FOR MUTUAL AID FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Roy City Fire Department. Together the Air Force and Roy City Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Roy City Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Roy City Fire Department normally provides fire protection services as designated by the representatives of the Roy City Fire Department.
- d. On request to a representative of the Roy City Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Roy City Fire Department will be dispatched to any point within the jurisdiction of the Hill Air Force Base as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Roy City Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Roy City Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Roy City Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Roy City Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Roy City Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Hill Air Force Base
c/o Commander, 75th Air Base Wing
7981 Georgia Street, Suite 100
Hill AFB UT 84056-5824

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr. Suite 1
Tyndall AFB FL 32403-5319

And:

Hill Air Force Base
c/o Fire Chief
5713 Lahm Lane, Bldg. 593N
Hill AFB UT 84056

For:

Roy City Fire Department
c/o Fire Chief
5051 South 1900 West
Roy, UT 84067

TERMS OF THE AGREEMENT

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Roy City Fire Department

By: 

Name: Jason Paulsen

FIRE CHIEF

Date: 02-19-2015

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: 

Name: Ronald E. Jolly, Sr.

COMMANDER, 75th ABW, USAF

Date: 25 Jul 15

RESOLUTION 20-19
A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN INTERLOCAL
AGREEMENT BETWEEN ROTY CITY CORPORATION AND CLINTON CITY
CORPORATION FOR FIRE PROTECTION SERVICES

WHEREAS, Utah Code Ann. §11-13-101 et. seq., permits governmental entities to enter into cooperation agreements with each other; and

WHEREAS, Roy City recognizes the importance and need for joint cooperation with local entities to provide and receive services from neighboring communities which is a necessary and needed service to the City and surrounding communities; and

WHEREAS, Roy City and Clinton City Interlocal Agreement for Fire Protection has expired and both entities desire to enter into a new agreement for fire protection; and

WHEREAS, Roy City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other; and

WHEREAS, this Agreement does not create an Interlocal entity; and

WHEREAS, the Roy City Council has fully reviewed the attached Interlocal Agreement between North Davis Fire District and Roy City and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Roy City Council hereby approves the attached Interlocal Agreement (attached hereto and incorporated by this reference) as written and authorizes the Mayor of Roy City to execute this Agreement on behalf of the City.

Passed this 16th day of June, 2020.

Robert Dandoy
Mayor

Attest:

Morgan Langholf
City Recorder

Voting:

Councilmember Burrell	_____
Councilmember Paul	_____
Councilmember Jackson	_____
Councilmember Saxton	_____
Councilmember Wilson	_____

INTERLOCAL AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this 16th day of June, 2020 (“effective date”), pursuant to the provisions of the Interlocal Cooperation Act, by and between **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, and **CLINTON CITY CORPORATION**, a municipal corporation of the State of Utah.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic aid for fire protection among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, each party desires to cooperate with and assist the other for structural fire protection at the receipt of such an alarm; and

WHEREAS, this Agreement is intended to “enhance” but not replace the existing “Mutual Aid Agreements.”

NOW, THEREFORE, it is hereby agreed:

1. That upon receipt of a report of a structure fire or other fire threatening a structure, the dispatch center responsible for dispatching the incident will dispatch the standard complement of firefighting equipment and personnel from the appropriate jurisdiction. In addition, the dispatcher will also immediately see that the next available “Automatic Aid” fire company, as provided under this Agreement, is dispatched to the same incident. Selection of the “Automatic Aid” fire company will be made by computer aided dispatch according to the mutually satisfactory boundaries as approved by the respective Fire Chief of each party.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The “Automatic Aid” fire company being requested must be currently in an “available” status. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in their best judgment, it is determined that the party is unable to reasonably respond.
- b. The responding company must be a “pumping” apparatus of Class A engine type or “quint” style aerial device with Class A engine specifications or ambulance. Such responding company must respond with no fewer than two firefighters on board.

- c. The “Automatic Aid” fire company must respond immediately to the address of incident upon receipt of the alarm. None shall respond by private vehicle.
 - d. Dispatch will issue the following information to the responding “Automatic Aid” fire company:
 - i. Address of incident;
 - ii. Type of fire;
 - iii. Special considerations of life safety;
 - e. All parties under this agreement will function under a National Incident Management System (NIMS) compliant Incident Command System, standard operating procedures (SOPs), or standard operating guidelines (SOGs) and local operational protocols. The responding “Automatic Aid” fire company shall report to the Incident Commander at the location to which the equipment is dispatched, and shall be subject to the orders of that commander.
3. Each party waives all claims against the other for compensation for: personnel and equipment use; any loss; damage; personal injury; or, death occurring as a consequence of performing this Agreement.
4. No party shall be reimbursed by another party for any costs incurred pursuant to this Agreement.
5. Each party shall be responsible for financing its activities under this Agreement and for establishing and maintaining its own budget.
6. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party’s territorial limits, shall apply to the activities of that other party’s firefighting department while furnishing fire protection outside its territorial limits under this Agreement.
7. The effect of the death or injury of any firefighter who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty.
8. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.
9. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered

in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

10. This Agreement shall be effective for a period of ten (10) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein.

11. This Agreement shall become effective as set out above provided it has been approved as appropriate by the above mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

ROY CITY CORPORATION, a Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

CLINTON CITY CORPORATION, a Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

RESOLUTION NO 20-20

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT
WITH PACIFICORP FOR THE LEASE OF PROPERTY FOR A PUBLIC PARK AND
DETENTION POND**

WHEREAS, Roy City desires to lease a portion of property owned by PACIFICORP for a detention pond and public park; and

WHEREAS, Roy city currently has an agreement with PACIFICORP which expires on June 30, 2020; and

WHEREAS, Roy City desires to enter into a new agreement with PACIFICORP which is attached hereto as Exhibit “A”; and

WHEREAS, the Roy City Council finds that it is in the best interest of the citizens of Roy City to enter into the new agreement with PACIFICORP

NOW THEREFORE, be it resolved by the Roy City Council that the Agreement with PACIFICORP attached hereto and incorporated herein as Exhibit “A” is hereby adopted and that the Mayor is authorized to execute the agreement.

Robert Dandoy
Mayor

ATTEST:

Morgan Langholf
City Recorder

Voting:

Councilmember Burrell	_____
Councilmember Paul	_____
Councilmember Jackson	_____
Councilmember Saxton	_____
Councilmember Wilson	_____

LEASE AGREEMENT

This AGRICULTURAL LEASE AGREEMENT (the “Lease”), including all Exhibits attached hereto, is by and between PACIFICORP, an Oregon corporation (“Lessor”) and **ROY CITY CORPORATION**, of 5051 South 1900 West, Roy, Utah 84067 (“Lessee”).

RECITALS

A. Lessor owns that certain parcel of real property located in Section 22, Township 5 North, Range 2 West, S.L.M., Weber County, State of Utah (the “Property”).

B. Lessee desires to lease a portion of the Property for **detention pond and public park**.

C. Lessor has used and will continue to use the Property for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities and equipment normally associated with the generation and distribution of power. Lessor also uses and will continue to use the Property to access adjoining properties and facilities, including properties and facilities that may be used in the future.

TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which is hereby acknowledged and received, Lessor and Lessee agree to the following terms and conditions:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that portion of the Property (the “Premises”) more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. Purpose and Use. Lessee shall use the Premises for the limited purpose of a **detention pond and public park**, and for no other purposes without written consent of Lessor.

3. Term.

3.1 Lease Term. The term of this Lease shall be five (5) years, commencing retroactively on the **1st day of July 2020 and ending on the 30th day of June 2025**, unless earlier terminated as provided under this Lease.

4. Rent.

4.1 Rent Payments and Annual Increase. Lessee shall pay to Lessor a rent payment in the amount as follows:

Rent Due Date:	Rent Payment:	Lease Period:
<i>Upon Execution of Lease</i>	\$7,500.00	July 1, 2020 – June 30, 2021
July 1, 2021	\$8,500.00	July 1, 2021 – June 30, 2022
July 1, 2022	\$9,500.00	July 1, 2022 – June 30, 2023
July 1, 2023	\$10,500.00	July 1, 2023 – June 30, 2024
July 1, 2024	\$11,500.00	July 1, 2024 – June 30, 2025

*PacifiCorp
Attn: Central Cashiers
Re: Customer #10000483
P.O. Box 5504
Portland, OR 97228*

4.2 Late Payments. In the event Lessee shall fail to pay, when the same is due and payable, any Rent, or any other amounts or charges payable hereunder, Lessee shall pay a late charge equal to fifteen percent (15%) of the delinquent payment, payable forthwith with the late payment. In addition, any Rent payment which is not made within fifteen (15) days after the same is due shall bear interest at the maximum rate an individual is permitted by law to charge.

4.3 Holdover. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee shall be deemed to have a month-to-month tenancy and Lessee shall pay to Lessor a monthly installment of rent, at double the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis, for each month or part of a month (without reduction for any such partial month) that Lessee remains in possession of the Premises. In addition, Lessee shall pay to Lessor all direct and consequential damages sustained by reason of Lessee's retention of possession of the Premises. The provisions of this Section shall not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

5. Acceptance of Premises. Lessee accepts the Premises in its present condition, AS-IS, WHERE-IS and with all faults. Lessor makes no representation or warranty as to the condition of the Premises and shall not be required to perform, pay for, or be responsible for any work to ready the Premises for Lessee's occupancy or any other work whatsoever throughout the term of this Lease.

6. Water Rights. Lessee acknowledges that this Lease gives no right to the use of water from any source and that it is Lessee's responsibility to insure that there is adequate irrigation water for Lessee's needs. Should Lessee irrigate the Premises, Lessee shall not allow irrigation water to run uncontrolled onto the Premises or from the Premises onto land not owned or leased by Lessee.

7. Improvements.

7.1 Written Consent. Lessee may not make any improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Premises without Lessor's prior written consent. If Lessee desires to make any changes or improvements to the Premises, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement. Lessor shall have the right to conditionally approve, modify, or deny the requested change or improvement at its sole discretion

7.2 Workmanlike Manner. All approved improvements shall be made in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm the Premises in any manner, shall be timely cured by Lessee at Lessee's expense and in a manner satisfactory to Lessor.

7.3 Maintenance of Improvements. Lessee shall keep and maintain all fences, water ditches, irrigation systems, and other improvements existing upon the Premises at the commencement of this Lease, if any, in good condition and shall perform all routine maintenance and repairs on them at Lessee's expense. Lessee shall not remove or allow any other person to remove any improvements existing

at the commencement of this Lease without Lessor's prior written approval. Any fence on the Premises, installed or existing, shall have adequate gates of not less than 20 feet in width for the passage of PacifiCorp's maintenance vehicles. Gates may be locked provided Lessor may install its own lock thereon.

7.4 Removal of Improvements. All improvements made by Lessee shall immediately become and remain the property of Lessor. Lessee shall not be entitled to any compensation for any improvements made to the Premises. If Lessor is required to dispose of improvements made by Lessee, Lessee agrees to reimburse Lessor for all costs incurred by Lessor.

8. Restrictions on the Use of the Premises.

8.1 Flammable Materials. Lessee shall not place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises.

8.2 Storage. Lessee shall not cause or permit any structure, building, automobile, or equipment to be placed, erected, or stored on the Premises without Lessor's prior written consent, nor shall Lessee, under any circumstances place any object or allow any person to come within twenty (20) feet of any power lines on the Premises. Lessee understands and acknowledges that electricity can arc between lines and persons or objects within twenty (20) feet of the lines.

8.3 Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

8.4 Notice of Damages or Theft. Lessee shall notify and give notice to Lessor of any mortality, theft, vandalism, loss, or damage to the Premises, within twenty four (24) hours of the discovery of any such event.

8.5 Condition of Premises. Lessee shall keep and maintain the Premises in a clean, prudent, and husbandlike manner at all times and in conformity with good conservation and business practices.

8.6 Chemicals and Fertilizers. Chemicals, Pesticides and Fertilizers. Lessor and Lessee acknowledge that the use of pesticides, chemicals and fertilizers may be necessary to optimize crop production upon the Premises. It is also understood that the use of pesticides, chemicals and fertilizers could cause damage to persons, property and natural resources if improperly applied or used. Lessee shall use and/or apply insecticides, herbicides, pesticides, chemicals or fertilizers on the Premises only as necessary and in a prudent and responsible manner to minimize any potential harm or damage to the environment. Lessee shall comply in all material respects with existing federal, state and local laws, regulations and ordinances and all manufacturer's instructions and guidelines in the use or application of any insecticide, herbicide, pesticide, chemical or fertilizer on the Premises. **Lessee shall NOT apply any registered pesticides without written approval by Lessor prior to application; said written approval may or may not be granted, in Lessor's sole discretion.**

8.6.1 Annual Accounting of Chemical, Pesticide, Fertilizer application(s)
Lessee shall provide an annual report of any and all chemicals, pesticides or fertilizers applied on the Premises. Report shall include, but not limited to the following: 1) Type of product applied, brand, chemical name, purpose of use, amount, date of application, and location (map). Lessee's annual report under this provision is due prior to **September 30th of each year.**

8.7 Off Road Travel. Use of trucks, tractors, or other large vehicles off of established roads is prohibited except for customary and routine agricultural usage and maintenance of the Premises.

8.8 Animals on Premises. In the event Lessee keeps animals or livestock on the Premises, Lessee agrees to use all diligence so as to prevent the escape of any livestock or animals, and hereby releases Lessor from any liability or claims of any kind whatsoever arising in connection with keeping animals or livestock on the Premises. Additionally, Lessee hereby agrees to indemnify and hold harmless Lessor from any third party claims arising in connection with keeping animals or livestock on the Premises. Lessee agrees to maintain any existing or approved fences on or around the Premises in good condition during the term of this Lease. **Lessee shall install and maintain a fence and/or gate that keeps animals at least ten (10) feet from substation fence at all times.**

8.9 Soil Erosion. Lessee will control soil erosion as completely as practicable by stripcropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form. Lessee will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

8.10 ALCOHOL, DRUGS, FIREARMS and TOBACCO PROHIBITED Lessee, its employees, agents, principals, invitees and/or contractors shall not utilize, consume, or bring on to the Premises alcohol, illegal drugs, firearms or tobacco products (for the purposes of this Section, marijuana shall be considered a tobacco product if marijuana is not an illegal drug in the state in which the Premises is located).

9. Hazardous Materials. Lessee shall not use or store on the Premises any hazardous or toxic materials without Lessor's prior written consent. In the event of any spill or release of any hazardous or toxic materials, Lessee shall immediately report, remedy, and notify Lessor thereof. Upon termination of this Lease, Lessee shall deliver the Premises to Lessor free of any material contamination by hazardous or toxic materials. Lessee covenants and agrees to protect, indemnify, and hold Lessor harmless from any and all liability, loss, costs, damage, or expense, including attorneys' fees, resulting from Lessee's failure to comply with the provisions of this paragraph. The covenants contained within this paragraph shall survive the expiration or termination this Lease.

10. Lessor's Use of Premises.

10.1 Power Lines. It is understood and agreed that Lessor reserves the right to access the Premises at any time for all reasonable purposes, including maintaining or repairing its existing power lines and associated equipment and facilities and to place additional lines and equipment upon the Premises. It is further understood and agreed that Lessor hereby reserves the right to add to, change, or enlarge its power lines and associated facilities and structures on the Premises, including such equipment and facilities of others, including fiber optic and cable lines. If such changes require Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee no less than thirty (30) days' advance notice, and Lessee shall make any such changes within a reasonable period of time as designated by Lessor.

11. No Sublet or Assignment or Lien. Lessee may not sublet the Premises or any part thereof or assign any of its rights under this Lease without Lessor's prior written consent. Lessee shall not permit any mechanic's or materialman's lien to be filed against the Premises and in the event any such lien or claim is filed against the Premises as a result of any action or inaction by Lessee, Lessee shall immediately remove the lien through satisfaction of the claim or posting a bond in accordance with state law.

12. Compliance with Law, Preventing Waste. Lessee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to the use or occupation of the Premises, including environmental laws and regulations. Lessee shall at all times keep the Premises in a neat and orderly manner satisfactory to Lessor and shall not commit or suffer to be committed any waste upon the Premises.

13. Indemnification. Lessee expressly assumes all risk in connection with its use of the Premises. Lessee shall indemnify, protect, and hold harmless Lessor and its directors, officers, employees and agents (hereinafter collectively "Lessor Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Lessor Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Lessee, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Lessee's obligations under this Lease or in any way related to this Lease or Lessee's use or occupancy of the Premises, except to the extent that such claim, demand, loss, cause of action, or costs arises from Lessor's negligence or willful misconduct. Additionally, notwithstanding the foregoing, as Lessee is a governmental entity under the Governmental Immunity Act of Utah, nothing in this agreement shall be construed so as to waive any immunity or exceed any statutory maximum liability limitations enjoyed or bestowed upon Lessee.

14. Insurance. Without limiting any liabilities or any other obligations of Lessee, Lessee must procure and continuously carry, with insurers having an A.M. Best's rating of A-VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease or Lessee's use or occupancy of the Premises as follows:

14.1 Commercial General / Comprehensive Personal Liability Insurance. Lessee shall maintain Commercial General Liability or Comprehensive Personal Liability on the most recently approved ISO policy form, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate and shall include the following coverages:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Broad form property damage liability
- g. Personal and advertising injury liability, with the contractual exclusion removed
- h. Sudden and accidental pollution liability, as applicable

Requirements may be met with Farm Owner's liability or other appropriate policy form providing required coverages.

14.2 Automobile Liability. Lessee shall maintain Automobile Liability on the most recently approved ISO policy form, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage including sudden and accidental pollution liability, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used on the leased Premises.

14.3 Umbrella or Excess Liability. Lessee shall maintain umbrella or excess liability insurance with a minimum limit of \$1,000,000 each occurrence/aggregate where applicable on a

following form basis to be excess of the insurance coverage and limits required in commercial general liability, comprehensive personal liability insurance and business automobile liability insurance above.

PacifiCorp does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Lessee, and Lessee shall be solely responsible for any deficiencies thereof.

14.4 Additional Insured. The policies required herein shall include provisions or endorsements naming PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds or loss payees, as applicable to specific insurance coverage. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and ISO Form CG 20 37, or their equivalents.

14.5 Lessee's Insurance Primary. To the extent of Lessee's negligent acts or omissions, all policies required by this Lease shall include: (i) provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp (including self-insurance) is excess and not contributory insurance with the insurance required hereunder; and (ii) provisions that the policy contain a cross liability or severability of interest clause or endorsement in the commercial general liability and automobile liability coverage. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

14.6 Certificate of Insurance. A certificate of insurance shall be furnished to PacifiCorp confirming the issuance of such insurance prior to use or occupancy of the Premises by Lessee. Should a loss arise during the term of the Lease that may give rise to a claim against Lessee and/or PacifiCorp as an additional insured, Lessee shall deliver to PacifiCorp (or cause to be delivered to PacifiCorp) certified copies of such insurance policies.

14.7 Notification of Insurance Cancellation. Lessee shall not cancel or reduce limits of liability without (i) ten (10) calendar days prior written Notice to PacifiCorp if canceled for nonpayment of premium; or (ii) thirty (30) calendar days prior written Notice to PacifiCorp if canceled for any other reason. Lack of notification shall be considered a material breach of this Lease.

14.7 Subcontractors. Lessee shall require Subcontractors who perform Work on the premises to carry liability insurance (auto, commercial general liability and excess) and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Lessee shall remain responsible for any claims, lawsuits, losses and expenses included defense costs that exceed any of its Subcontractors' insurance limits or for uninsured claims or losses.

15. Taxes. Lessor shall pay taxes levied on the Premises and Lessee shall pay all taxes on Lessee's personal property used on the Premises.

16. Termination. This Lease may be terminated upon the happening of any of the following events:

16.1 Breach. If Lessee breaches any of the covenants or provisions herein provided, including the failure to pay rent or any other monetary sums required under this Lease, Lessor, at its option, may terminate this Lease and immediately re-enter and repossess the Premises either with or without legal process and without giving notice to quit to Lessee, which notice is expressly waived by Lessee in case of such breach.

16.2 Abandonment. In the event Lessee abandons the Premises, Lessor may, in addition to all other remedies, immediately reenter the Premises and take full possession thereof and exclude Lessee from any attempted renewed use of the Premises.

16.4 Termination by Notice. Notwithstanding any other provision in this Lease, Lessor shall have the right to terminate this Lease for any reason by giving Lessee thirty (30) days' advance written notice.

17. Events Upon Expiration or Termination. Upon the expiration or termination of this Lease, Lessee shall promptly remove all personal property and shall surrender the Premises in good condition satisfactory to Lessor, reasonable wear and tear excepted.

18. Miscellaneous.

18.1 Notice. Except when actual receipt is expressly required by the terms hereof, notice is considered given either: (i) when delivered in person to the recipient named below, (ii) upon receipt after (a) deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name and address to the party or person intended, or (b) deposit with a reputable overnight delivery service addressed to the intended recipient. Upon written notification, either party may designate a different individual or address for notices. All notices shall be given to the following:

Lessor: PacifiCorp
Property Management Department
1407 W. North Temple, Suite 110
Salt Lake City, UT 84116

Lessee: Jay Baughman: City Manager
Roy City Corporation
5091 S. 1900 W.
Roy, UT 84067

18.2 Titles and Captions. Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

18.3 Applicable Law. This Lease shall be construed in accordance with and governed by the laws of Utah.

18.4 Binding Effect Upon Successors. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal

representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

18.5 Integration. This Lease constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

18.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

18.7 JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18.8 Rights and Remedies. The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

18.9 Severability. In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18.10 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing party.

18.11 Authorization. Each individual executing this Lease represents that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Lease in the capacity and for the entity set forth where he signs and that as a result of his signature, this Lease shall be binding upon the party for which he signs.

18.12 Recordation. This Lease may not be recorded on behalf of either party.

18.13 Liens. Lessee shall keep the Premises free from any liens arising from work performed, materials furnished or obligations incurred by or at the request of Lessee. Lessee shall discharge of record by payment, bond or otherwise, within twenty (20) days subsequent to the date of its receipt of notice thereof from Lessor of any mechanics', laborers', or similar liens filed against the Premises for work or materials claimed to have been furnished at Lessee's request. If Lessee fails to do so, then Lessor may, at its election, obtain a release or discharge of such lien by payment, bonding, or otherwise, and Lessee shall reimburse Lessor for all costs of doing so, including, if necessary, reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease in duplicate on the last date indicated below.

LESSOR
PACIFICORP, an Oregon corporation

BY: _____
CHRIS JORGENSEN
Property Agent

DATE: _____

LESSEE
ROY CITY CORPORATION

BY: _____

DATE: _____

EXHIBIT A
(Property Description of the Premises)

BEN LOMOND TERMINAL CORRIDOR LANDS

A certain parcel of real property situate in the NW¼ of Section 22, Township 5 North, Range 2 West, S.L.M., Weber County, State of Utah, taxlot #90880078, more particularly described as follows:

Beginning on the north boundary line of the Grantors' land and the east boundary line of the Grantee's corridor at a point 1684.44 feet south and 745.51 feet west from the north one quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., and running thence South 89°51' West 310.00 feet along said north boundary line, thence South 0°08' West 5.9 feet to the south boundary line, thence North 0°08' West 5.9 feet to the south boundary line of said Grantors' land, thence North 89°51' east 310.00 feet along said south boundary line, thence North 0°08' West 5.9 feet to the point of beginning, containing 0.04 of an acre.

Beginning on the south boundary line of Lot 8, Pinto Acres No. 1 Subdivision at a point 1359.83 feet south and 876.40 feet west, from the north one quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence N. 89°57' W. 160 feet to the southwest corner of said Lot 8, on the east right of way line of 3260 West Street, thence N. 0°03' E. 400 feet along the west boundary line of Lots 8, 7, 6 and 5, to the northwest corner of said Lot 5, thence S. 89°57' E. 95.0 feet along the north boundary line of said Lot 5, to a point of curvature of a 63.07 foot radius curve to the right, thence southeasterly 45.37 feet along the arc of said curve to a point of tangency, thence S. 48°44' E. 31.17 feet along the northerly boundary line of said Lot 5, thence S. 0°03' W. 363.84 feet to the point of beginning, and being in Lots 5, 6, 7 and 8, of said Pinto Acres No. 1 Subdivision in the E1/2 of the NW1/4 of said Section 22. Containing 1.45 acres, more or less.

Beginning at the northeast corner of Lot 3, Pinto Acres No. 1 Subdivision thence west 268.71 feet to the northwest of Lot 2, Pinto Acres No. 1 Subdivision, thence south 200 feet to the Southwest corner of Lot 1, Pinto Acres No. 1 Subdivision, thence easterly along the North right of way line of 5700 South Street to the southeast corner of Lot 4, thence North 311.60 feet to the point of beginning; containing 1.49 acres, more or less.

Total 2.98 acres, more or less.

RESOLUTION NO 20-21

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT
WITH JORDAN VALLEY WATER CONSERVANCY DISTRICT FOR THE LEASE OF
PROPERTY FOR A PUBLIC PARK**

WHEREAS, Roy City desires to lease property from Jordan Valley Water Conservancy District (“Jordan”) for use by Roy City as a public park for recreational purposes; and

WHEREAS, Roy City had a lease with Jordan which has recently expired; and

WHEREAS, Roy City and Jordan desire to enter into a new lease, which is attached hereto as Exhibit “A”; and

WHEREAS, the Roy City Council finds that it is in the best interest of the citizens of Roy City to enter into the new agreement with Jordan.

NOW THEREFORE, be it resolved by the Roy City Council that the Agreement with Jordan Valley Water Conservancy District which is attached hereto and incorporated herein as Exhibit “A” is hereby adopted and that the Mayor is authorized to execute the agreement.

Robert Dandoy,
Mayor

ATTEST:

Morgan Langholf,
City Recorder

Voting:

Councilmember Burrell	_____
Councilmember Paul	_____
Councilmember Jackson	_____
Councilmember Saxton	_____
Councilmember Wilson	_____

WHEN RECORDED MAIL TO:

Jordan Valley Water
Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088

[PARCEL ID #09-416-0013
09-416-0014
09-416-0015
09-416-0016
09-416-0017
09-416-0020]

LEASE AGREEMENT

This Lease is made this _____ day of _____, 2020, between the Jordan Valley Water Conservancy District, 8215 South 1300 West, West Jordan, Utah, 84088, a local district organized under the laws of the State of Utah ("Lessor"); and Roy City, 5051 South 1900 West, Roy, Utah, 84067, a municipality organized under the laws of the State of Utah ("Lessee").

ARTICLE 1
PROPERTY

In consideration of the rents to be paid as provided herein, Lessor leases to Lessee, on the terms and conditions set forth in this Lease, the following described real property ("Property"): All of Lots 21R, 22R, 23R, 24R, 25R, and 28R, McCall Fields Subdivision, Roy City, Weber County, Utah, according to the official plat thereof.

Lessee's rights under this Lease are subject to all liens, encumbrances, covenants, conditions, restrictions, easements, reservations, rights, and rights-of-way of record or of which notice or knowledge is imputed constructively by law or equity or of which Lessee has actual notice or knowledge as of the Commencement Date of this Lease, and to all zoning and other legal requirements now or hereafter affecting the Property.

ARTICLE 2 CONDITION OF PREMISES

Lessor makes no warranty, either express or implied, of the condition of the Property for Lessee's use. Lessee accepts the Property in the condition in which it exists on the Commencement Date of this Lease, and Lessee accepts the Property "as is" and "with all faults."

ARTICLE 3 TERM; POSSESSION

The term of this Lease is for five (5) years, commencing May 1, 2020 (the "Commencement Date"), and terminating on April 30, 2025, unless sooner terminated in accordance with the provisions of this Lease. Lessee may renew this Lease for additional five (5) year terms by (i) delivering written notice to Lessor no later than sixty (60) days prior to the expiration of the then existing term, and (ii) obtaining Lessor's prior written permission for the renewal. Lessor may refuse to give its permission for a renewal with or without cause.

Lessor shall deliver possession of the Property on May 1, 2020.

Notwithstanding the foregoing and any other provision of this Lease Agreement, Lessor may terminate this Lease upon ninety (90) days written notice by Lessor if (a) Lessor's Board of Trustees passes a resolution expressing its intent to sell, exchange, donate or publicly dedicate the Property or any part of it; or (b) Lessor decides to locate Lessor's facilities, structures or improvements on the Property or any part of it; or (c) Lessor decides to locate facilities, structures or improvements on other real property and the use or occupancy of the Property by Lessee, in the judgment of Lessor, prevents Lessor from doing so or makes it more expensive or difficult; or (d) if Lessee does not continuously use the Property as intended by this Agreement for any twelve (12) month period; or (e) Lessor's Board of Trustees determines in good faith that termination is in the best interest of Lessor.

ARTICLE 4 RENT

It is the intention of Lessor and Lessee that there shall be no rent. Accordingly, all costs, expenses, and obligations of every kind relating to the Property (except as otherwise specifically provided in this Lease) which may arise or become due during the term of this Lease shall be paid by Lessee (or reimbursed to Lessor if paid by it), and Lessor shall be indemnified by Lessee against those costs, expenses, and obligations.

ARTICLE 5 INSURANCE

Lessee shall procure, keep in force, and pay for comprehensive public liability insurance indemnifying Lessor and Lessee against all claims and demands for injury to or death of persons or damage to property that may be claimed to have occurred upon the Property in amounts that shall be not less than \$200,000.00 for property damage and \$1,000,000.00 for personal injury or death.

Such insurance shall be effected with insurers authorized to do business in the State of Utah, under valid and enforceable policies, and such policies shall name Lessor and Lessee as the insured, as their respective interests appear. Such insurance shall provide that it shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. Within thirty (30) days of the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration date of each expiring policy, original copies of the required policies issued by the respective insurers, or certificates of such policies setting forth in full the provisions thereof and issued by such insurers together with the provisions thereof together with evidence satisfactory to Lessor of the payment of all premiums for such policies, shall be delivered by Lessee to Lessor. Lessee shall provide proof of insurance to Lessor upon Lessor's request.

ARTICLE 6 USE AND MAINTENANCE OF THE PREMISES

The Property is leased to Lessee solely for Lessee's use for a public park, including a soccer field. Lessee shall not use, or permit to be used, any part of the Property for any purpose other than that purpose. Lessee shall not build, install, allow or otherwise place upon the Property any permanent structure, including but not limited to buildings or masonry fences. Upon demand of Lessor, any prohibited structure shall be removed immediately by Lessee from the Property. Lessee shall continuously maintain the Property in accordance with the highest standards of good landscaping and maintenance practices. Lessee shall take reasonable measures to prevent the spread of all noxious weeds, pests and rodents, and to protect the Property from infestations of insects and other noxious organisms that may produce disease in plants or animals.

All construction or landscaping proposed by Lessee on the Property shall be subject to the prior, written approval of Lessor and to Lessor's prior review of Lessee's plans and specifications for the improvements to be constructed. Lessor may, at its discretion, require the installation and maintenance of vegetation and irrigation systems which, in its opinion, promote water conservation.

The parties acknowledge there are Federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Property concerning the impact on the environment of construction, land use, maintenance and operation of structures and the conduct of farming, landscaping or other operations. Lessee shall not cause, or permit to be caused,

any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of those laws, regulations, or guidelines. Lessee shall indemnify and hold Lessor harmless from any such thing, act or violation of law as provided in Article 13 of this Lease.

Lessee shall not commit, or permit others to commit, waste on the Property or commit any other act that could disturb the quiet enjoyment of Lessor on reserved or adjacent property, nor will Lessee unreasonably defer customary maintenance during the term of this Lease.

ARTICLE 7 ABANDONMENT

Lessee shall not vacate or abandon the Property at any time during the term of this Lease, and if Lessee does abandon, vacate, or surrender the Property, or is dispossessed by process of law, all personal property belonging to Lessee and left on the Property shall belong to Lessor if not removed from the Property by Lessee at Lessee's own expense within fifteen (15) days after Lessor gives notice to remove it from the Property.

ARTICLE 8 REPAIRS AND ALTERATIONS

Lessee shall care for, repair, and maintain the Property in good order and condition, at Lessee's expense, except for ordinary use and wear. Lessor shall have no obligation to make any improvements or repairs on the Property. In making any repairs, permitted improvements or alterations on the Property, Lessee shall keep the Property free from any liens, security interests and/or encumbrances arising out of any work performed, material and services furnished, or obligations incurred by Lessee.

ARTICLE 9 TAKING

In the case of a condemnation by or conveyance to any entity having the right to exercise eminent domain ("Taking") of all or any part of the Property, or the commencement of any proceedings or negotiations which might result in a Taking, Lessee shall promptly give written notice to Lessor, generally describing the nature and extent of the Taking or the proposed Taking. Lessor and Lessee may each file and prosecute their respective claims for an award, but all awards and other payments on account of a Taking (less costs, fees, and expenses incurred by Lessor and Lessee) shall be paid to Lessor. Lessee hereby irrevocably assigns and transfers to Lessor any right to compensation or damages to which Lessee may be or become entitled during the term of or as a result of this Lease by reason of a Taking.

ARTICLE 10 ENTRY BY LESSOR

Lessor may enter upon the Property at all reasonable times to inspect and view the Property, to ascertain that the provisions of this Lease are being complied with, to post on the Property any notices deemed advisable by Lessor or necessary for its protection, and to construct, install, examine, operate, maintain, reconstruct, repair, and replace any of Lessor's facilities, structures, or improvements.

ARTICLE 11 ASSIGNMENT AND SUBLETTING

Without the prior written consent of Lessor, Lessee shall not, voluntarily or involuntarily or by operation of law or otherwise, assign, sublease, or hypothecate its interest in this Lease or sublet the Property in whole or in part. No consent by Lessor of any sublease, assignment, or hypothecation shall operate as a consent to, or waiver of the provisions of this Article requiring consent with respect to any other or further assignment, subletting, or hypothecation.

ARTICLE 12 NO CLAIMS AGAINST LESSOR

Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, or as giving Lessee any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor. All persons required to perform services in connection with Lessee's use of the Property shall be employed by or be employees of Lessee or of contractors or subcontractors with which Lessee contracts.

ARTICLE 13 INDEMNIFICATION BY LESSEE

Lessee shall protect, indemnify, and save harmless Lessor (including its agents, employees, officers, and trustees) from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against Lessor or the Property by reason of Lessee's or its employees' or agents' actions upon, or with respect to, the Property.

ARTICLE 14 UTILITY SERVICES

Lessee shall pay for all utility services at any time rendered to or in connection with the Property, shall comply with all contracts relating to those services, and shall do all other things required for the maintenance and continuance of those services.

ARTICLE 15 COVENANTS

All covenants of Lessee contained in this Lease are expressly made conditions.

ARTICLE 16 WAIVER

Lessor's failure to enforce a breach of any term, covenant, or condition contained in this Lease shall not be treated as a waiver thereof or as a waiver of a future breach thereof. An acceptance of rent by Lessor shall not be treated as a waiver of a previous breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of a previous breach at the time of acceptance of rent.

ARTICLE 17 EVENTS OF DEFAULT

The occurrence of any of the following shall be an event of default under this Lease:

1. Lessee fails to perform or comply with any other term of this Lease and the failure continues for more than thirty (30) days after Lessor gives written notice to Lessee, unless Lessor extends the time of compliance upon evidence from Lessee that Lessee is attempting with due diligence to cure the default; or,
2. Lessee's incompetent or inefficient operation and management of the Property, as reasonably determined by Lessor.

ARTICLE 18 REMEDIES OF LESSOR ON DEFAULT

Upon the occurrence of an event of default, Lessor shall have, in addition to all other rights or remedies provided by this Lease or by law, the immediate right of re-entry, and the right to take possession of the Property and to remove all persons and property from the Property; Lessor may store the property removed in a public warehouse or elsewhere at Lessee's expense and for its account.

If Lessor elects to re-enter, as provided above, or to take possession under legal proceedings or under any notice provided for by law, this Lease shall thereupon terminate. Lessor shall be entitled to its attorney's fees and costs occasioned by Lessee's default, in addition to all other losses or damages.

ARTICLE 19 NO COUNTERCLAIM, ABATEMENT, ETC.

Rent and all other sums payable by Lessee hereunder shall be paid without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction, and the obligations, and liabilities of Lessee hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of: any damage to or destruction of or any Taking of the Property; any restriction or prevention of or interference with any use of the Property; any claim that Lessee has or might have against Lessor; or, any failure on the part of Lessor to comply with any of the terms hereof or of any other agreement with Lessee.

Except as expressly provided in this Lease, Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate, or surrender this Lease or the Property or any part thereof, or to any abatement, suspension, deferment, diminution, or reduction of rent, or any other sum payable by Lessee.

ARTICLE 20 QUIET ENJOYMENT

Lessor covenants and warrants that if Lessee is not in default, Lessee shall have and enjoy during the term of this Lease the quiet and undisturbed possession of the Property for the purpose identified in this Lease.

ARTICLE 21 SURRENDER

Upon the expiration of the term of this Agreement or upon earlier termination, Lessee shall remove all improvements constructed/installed on the Property, repair any damage to the Property, and return the Property to the condition it was in before Lessee's entry onto the Property. In the event any improvement is not timely removed, and/or the Property is not restored, Lessor shall have the right, but not the obligation, to remove and dispose of such items and to restore the Property, and Lessee shall be responsible to reimburse Lessor for all attendant expenses.

ARTICLE 22 GENERAL PROVISIONS

In the event of any dispute or litigation involving this Lease, the prevailing party shall be entitled to recover all of its costs, including reasonable attorney's fees.

This Lease shall be binding upon the parties and their permitted successors in interest and assigns.

Time is of the essence of this Lease.

Any notice to either party shall be deemed to have been served when delivered personally, or when mailed by certified or registered mail, addressed as indicated in the opening paragraph of this Lease, or as indicated by a party in a subsequent written notification of change of address.

Lessee shall execute and deliver other documents as Lessor may determine are necessary or appropriate to carry out the purposes of this Lease including, without limitation, the execution, delivery and recording of a Memorandum of this Lease in a form satisfactory to Lessor to give notice of its existence in the public records.

Lessee shall execute, acknowledge, and deliver to Lessor, promptly upon request, a certificate certifying:

1. That this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect, as modified, and stating the modifications);
2. The dates, if any, to which rent and other sums payable hereunder have been paid; and,
3. That no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in the certificate.

Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Property or any part thereof.

[SIGNATURE PAGE FOLLOWS]

"Lessor":

Jordan Valley Water Conservancy District

By:

Barton A. Forsyth
Its General Manager/CEO

"Lessee":

Roy City

By:

Robert Dandoy
Its Mayor

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Barton A. Forsyth as General Manager/CEO of the Jordan Valley Water Conservancy District.

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Robert Dandoy as Mayor of Roy City.

NOTARY PUBLIC